

Solicitation 32-12-5563

Paver

State of California

Bid 32-12-5563 Paver

Bid Number 32-12-5563
Bid Title Paver

Bid Start Date Oct 21, 2009 1:46:05 PM PDT
Bid End Date Nov 19, 2009 2:00:00 PM PST
Question & Answer End Date Nov 16, 2009 4:00:00 PM PST

Bid Contact Jim Ely
916-227-5136
jim_ely@dot.ca.gov

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 30 days

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.

Bid Comments Asphalt, Self-Propelled

Changes made on Nov 17, 2009 7:30:07 AM PST

New Documents 5563 IFB Addendum.pdf

Item Response Form

Item 32-12-5563-1-01 - Paver
Quantity 1 each
Unit Price
Delivery Location State of California
Division of Equipment Shop 27101
13204 Golden State Road
Sylmar CA 91342
Qty 1

Description
Asphalt, Self-Propelled

State of California
California Department of Transportation - Division of Equipment

INVITATION FOR BID


BID DUE DATE: 11-19-2009

Responses must be delivered to the Division of Equipment before 2:00 P.M. on the due date.

BID OPENING: 2:15 pm

Supplier name and address: ►		SOLICITATION NO. 5563	REV	Date 10-20-09	PURCHASE ESTIMATE NO. 32-12-5563
Contact: Phone:		_____ % CASH DISCOUNT FOR PAYMENT WITHIN _____ DAYS. SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30.			DELIVERY DATE: 120
Name (Print): ►		For further information, contact: ► Jim Ely Phone: (916) 227-5136			ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? Yes ☐ No ☐ IF YES, MANUFACTURER? Yes ☐ No ☐ ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? Yes ☐ No ☐
Title: ►		Return bid to: DEPT. OF TRANSPORTATION Division of Equipment Lobby / Receptionist *34th Street & Stockton Blvd. P.O. Box 160048 Sacramento, CA 95816 *(UPS, FEDEX, etc. use: 3400 S. Street)			SECTION 14835 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS OR BIDDERS WHO QUALIFY AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION. FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 1896 ET SEQ. THE VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE.
Signature: —		Date: ►			
Telephone Number: ► ()		FAX Number: ► ()			
Federal Employer Identification Number ►					

Bidder offers and agrees if this response is accepted within 45 calendar days from the date of opening to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. **DECLARATIONS UNDER PENALTY OF PERJURY:** By signing above, with inclusion of the date of signature, the above signed bidder **DECLARES UNDER PENALTY OF PERJURY** under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 43 of the General Provisions is true and correct. (3) If a claim is made for the Small Business preference, the information set forth within is true and correct.

REV. 01/06/09

RESPONSIBLE BIDDER: The Department of Transportation may require Bidder(s) to submit evidence of their qualifications at such times, and under conditions, as it may require. The question whether a particular bidder is a responsible Bidder involves an evaluation of the Bidders experience, Facilities, Reputation, Financial resources, and other factors existing at the time of contract award. Being placed on the State Bid List, shall not foreclose the State from determining that the Bidder is not a responsible Bidder. If determined to be not a responsible Bidder, your bid will be rejected.

INQUIRIES/QUESTIONS of the solicitations administrative or technical requirements are to be in written form and will be accepted up to 4:00 PM on **November 16, 2009** when mailed to P.O. BOX 160048 Sacramento, Ca 95816 or faxed to (916) 227-9655 ATTN: Only inquiries to: **Jim Ely** the Buyer will be answered.

SOLICITATION NUMBER. Must appear on the outside of the envelope of your bid return.

IMPORTANT: Read attached General Provisions carefully before bidding.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF EQUIPMENT

INVITATION FOR BID CONTINUATION

Supplier Name: _____

SOLICITATION NO.

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ITEM NO.	QTY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA	3895-152-0524-5	Paver, Asphalt, Self-Propelled in accordance with State of California specification number: 45501-231-091 with the following options: Opt. 1 – HYDRUALIC TRUCK HITCH: Opt. 2 - AUTOMATIC GRADE & SLOPE CONTROL <u>Eg. ID</u> 7006044 <u>Eg. Class</u> 45501 <u>EBR/Shop</u> 7006044/27 Training required at Ship to Location Ship to: Shop 27 13204 Golden State Road Sylmar, Ca 91342	\$ _____	\$ _____
Proposed Brand: _____ Model: _____ Total Price: \$ _____						

IMPORTANT: Read attached General Provisions carefully before bidding.

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\$ _____ \$ _____

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INVITATION FOR BID CONTINUATION

Supplier Name:

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DELIVERY: Final delivery, inspection and acceptance shall be at the DIVISION OF EQUIPMENT, Equipment Receiving, 1920 35TH Street, Sacramento, Ca 95816. Unless specified differently in the Invitation for bid.

IMPORTANT NOTE: The attached General Provisions have recently been revised and additionally include revised Bidder Instructions. Please read the revised General Provisions carefully.

PLEASE NOTE:

Only bids quoted on the State's own bid forms will be considered. Bids shall be submitted in a sealed package **with the solicitation number, including the due date and time, on the outside of the package.**

Bids submitted referencing vendor attachments, which include legal terms, and condition that conflict with the State's general bid provisions, shall be considered non-responsive and such bids shall be rejected.

NOTE: For the purposes of this bid, award will be made on an "All or None" basis.
Cash Discounts will not be considered in evaluating offers for award purposes. (SEE **Section 5** of the Bidder Instructions).

For the purposes of this bid, only bids quoted F.O.B Destination will be accepted.

TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or goods supplied to the State pursuant to this contract.

LATE DELIVERY CHARGES: This bid contains a "LATE DELIVERY CHARGE" clause. See attached specification, ADMIN. Pg **8-9**, Section **12**.

All equipment is to be new and latest model in current production. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

SUBMISSION OF FACSIMILE (FAX) BIDS:

Facsimile machine (fax) bids will be considered only if they are sent to (916) 227-9655. Bids sent to any other fax number will not be considered. To be considered, all pages of a faxed bid must be completely received prior to the bid due date and time specified in this solicitation. Please be advised that there is a heavy demand placed on the fax machine receiving bids, and the State assumes no responsibility if a bidder cannot transmit their bid via fax, or if the entire bid is not received prior to the bid due date and time.

SMALL BUSINESS PREFERENCE:

Bidders claiming the small business preference must be certified as a small business. Certification must be obtained no later than 5:00 p.m. on the bid opening date.

Questions regarding certification should be directed to the Office of Small Business Certification Resources at (916) 323-5478, Internet Address <http://www.pd.dgs.ca.gov/smbus/default.htm>

RECYCLED CONTENT PRODUCTS:

State agencies are required to report purchases in many product categories. In order to comply with those requirements, contractors are required to complete and return the attached Recycled Content Certification form with your bid. Failure to complete and return the form may disqualify your bid from consideration as the lowest responsible bidder.

Suppliers offering a product meeting the requirement of a recycled content product will receive a preference as follows: fine printing and writing papers receive a 10% preference, other paper products receive a 5% preference and tire-derived products receive a 5% preference.

IMPORTANT: Read attached General Provisions carefully before bidding.

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DISABLED VETERAN BUSINESS ENTERPRISES (DVBE):

The state has established goals for Disabled Veteran Business Enterprises (DVBE) participating in state contracts. Bidders that qualify as a DVBE are requested to complete the following:

Firm Name: _____

Authorized Signature: _____

Typed or Printed Name of Person Signing: _____

Title: _____

Please enclose a copy of your DVBE certification from the Office of Small Business Certification and Resources

The Procurement Division also needs information on all contracts with DVBE sub contractor's participation. If awarded this contract, please list any participation for the DVBE subcontractor.

Firm Name \$ Amount

Firm Name \$ Amount

Firm Name \$ Amount

Please enclose a copy of the DVBE sub-contractors certification from the Office of Small Business and DVBE Certification (OSDC).

THE FOLLOWING ATTACHED DOCUMENTS ARE PART OF THIS SOLICITATION::

- | | |
|--|--|
| 1. SPECIFICATIONS | 7. GENERAL PROVISIONS |
| 2. OPTIONS | 8. RECYCLED CONTENT CERTIFICATION |
| ✓ 3. QUESTIONNAIRE | 9. EXTENDED WARRANTY |
| ✓ 4. CALTRANS IN-SHOP WARRANTY AGREEMENT | 10. TACPA/LAMBRA/EZA |
| 5. DRAWINGS | 11. BIDDERS DECLARATION |
| 6. BIDDERS INSTRUCTIONS | 12. MANUFACTURERS SUMMARY |
| | ✓ 13. DARFUR CONTRACTING ACT ATTACHMENT X |

PLEASE NOTE THAT CHECKED ITEMS MUST BE RETURNED WITH YOUR BID OR YOUR BID COULD BE CONSIDERED FOR REJECTION.

VENDOR DATA RECORD: The successful bidder will be required to submit a Form Std. 204, Payee Data Record, listing their Taxpayer Identification Number.

Bidders (offering other than the referenced brands) are requested to forward complete descriptive literature with the bid and are to note their brand name and catalog or model number. Descriptive literature shall be annotated to specify the applicable page, brand, model and item (s).

FAILURE TO SUBMIT LITERATURE MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIBLE AND NOT ACCEPTABLE.

Federal Excise Tax Exemption Certificate will be attached to purchase order.

SPECIFICATION COMPLIANCE QUESTIONNAIRE

The bidder must indicate below if the product or products offered on this bid comply in all respects with the attached specifications.

YES _____ NO _____

If the bidder has indicated that the product offered does not comply in all respects with the attached specifications, he/she is to list below, in detail, any and all deviations from the specifications.

List Deviations below: (attach additional sheets as required)

IMPORTANT: Read attached General Provisions carefully before bidding.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
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INVITATION FOR BID CONTINUATION

Supplier Name: _____

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REVISED SMALL BUSINESS REGULATIONS:

The small business regulations, located at 2 CCR 1896 at seq., concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). Access the regulations by clicking on "small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

NEW NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:

A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

ATTACHMENT WITH BID REQUIRED IF CLAIMING NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:

If claiming the non-small business subcontractor preference, the bid response must include a list of the small business (es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following:

1) Subcontractor name, 2) Address, 3) Phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

SMALL BUSINESS PREFERENCES:

Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 P.M. on the bid due date, and the OSDC must be able to approve the application as submitted.

Questions regarding certification should be directed to the OSDC at (916) 375-4940.

LEGISLATION REQUIREMENTS:

- 1) In accordance with Senate Bill 1009, you must provide you company's California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code. In order to expedite the process of verifying the validity of the permit, provide the BOE permit number in the space provided below

Retailer's Seller's Permit Number: _____

- 2) If applicable, please note that award will be conditional on providing the following documents prior to award:

If your firm is a certified California small business, in accordance with Assembly Bill 669, your company must address specific aspects of the Legislation that requires certified small businesses to perform a commercially useful function as defined by Government Code Section 14837, 14838.6, 14839, 14842 and 14842.5. Therefore, you must provide written documentation that:

- a) Your company is responsible for the execution of a distinct element of the work of the contract.
- b) You carry out its obligation by actually performing, managing, or supervising the work involved.
- c) Performs work that is normal for your business services and functions.
- d) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- e) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or micro business participation. Provide proof that this statement does not pertain to your company's potential involvement in this procurement.

IMPORTANT: Read attached General Provisions carefully before bidding.

GSPD-401Non-IT Commodities

(REVISED AND EFFECTIVE 04/12/2007)

GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute
 - b) **"Buyer"** means the State's authorized contracting official
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used
 - d) **"Contractor"** means the Business Entity with whom the State enters into this contract Contractor shall be synonymous with "supplier", "vendor" or other similar term
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California
2. **CONTRACT FORMATION:**
 - a) If this contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then contractor's bid is a firm offer to the State which is accepted by the issuance of this contract and no further action is required by either party.
 - b) If this contract results from a solicitation other than described in paragraph a), above, contractor's quotation or proposal is deemed a firm offer and this contract document is the State's acceptance of that offer
 - c) If this contract resulted from a joint bid, it shall be deemed one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors
3. **COMPLETE INTEGRATION:** This contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the contract
4. **SEVERABILITY:** The contractor and the State agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State
6. **APPLICABLE LAW:** This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of contractor's violation of this provision
 - b) If this contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA)
8. **CONTRACTOR'S POWER AND AUTHORITY:** The contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this contract
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations
9. **ASSIGNMENT:** This contract shall not be assignable by the contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions – Non-IT Commodities;
 - b) contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) statement of work, including any specifications incorporated by reference herein;
 - d) special terms and conditions; and
 - e) all other attachments incorporated in the contract by reference
12. **PACKING AND SHIPMENT:**
 - a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

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(REVISED AND EFFECTIVE 04/12/2007)

GENERAL PROVISIONS

- i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed
 - b) All shipments by contractor or its subcontractors must include packing sheets identifying: the State's contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets
 - c) Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the contract
- a) Contractor must strictly follow contract requirements regarding Free on Board (F O B), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the buyer
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted
 - c) On "F O B Shipping Point" transactions, should any shipments under the contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of the State, shall at contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this contract
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess goods, and may return them to contractor at contractor's expense or utilize any other rights available to the State at law or in equity
- 16. SUBSTITUTIONS:** Substitution of goods may not be tendered without advance written consent of the buyer. Contractor shall not use any specification in lieu of those contained in the contract without written consent of the buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering goods and services under this contract and will tender to the State only those goods that have been inspected and found to conform to this contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during contract performance and for three years after final payment
 - b) All goods may be subject to inspection and test by the State or its authorized representatives.
 - c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the contract
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at contractor's expense
- 19. WARRANTY:** Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.
- a) Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by contractor shall not relieve the contractor of its obligations under this warranty.
 - b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the goods or services
- 20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this contract on State premises, contractor shall conform to any specific safety requirements contained in the contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this contract in accordance with the default provisions hereof
- 21. INSURANCE:** When performing work on property in the care, custody or control of the State, contractor shall maintain all

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GENERAL PROVISIONS

commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the buyer, the contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, contractor agrees to take back any affected goods furnished under this contract, terminate any services supplied to the State under this contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i) Stop work as specified in the Notice of Termination
 - ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract
 - iii) Terminate all subcontracts to the extent they relate to the work terminated
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause

24. TERMINATION FOR DEFAULT:

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:
 - i) Deliver the goods or to perform the services within the time specified in the contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this contract (but see subparagraph (b), below)

- b) The State's right to terminate this contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the contractor does not cure such failure within the time frame stated in the cure notice issued by the buyer.
- c) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the buyer considers appropriate, goods or services similar to those terminated, and the contractor will be liable to the State for any excess costs for those goods or services. However, the contractor shall continue the work not terminated.
- d) If the contract is terminated for default, the State may require the contractor to transfer title and deliver to the State, as directed by the buyer, any:
 - i) Completed goods, and
 - ii) Partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the buyer, the contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay contract price for completed goods delivered and accepted. The contractor and buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

25. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any goods furnished or services provided by the contractor in the performance of the contract should fail to conform to the requirements herein, or to the sample submitted by the contractor, the State may reject the same, and it shall become the duty of the contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the contract.
- b) In addition to any other rights and remedies the State may have, the State may require contractor, at contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the contractor.

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- c) In the event of the termination of the contract, either in whole or in part, by reason of default or breach by the contractor, any loss or damage sustained by the State in procuring any items which the contractor agreed to supply shall be borne and paid for by the contractor.
 - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to contractor or to make a claim against the contractor therefore
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor
 - b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by the contractor during the contract
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by contractor in the performance of this contract
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or goods supplied to the State pursuant to this contract
- 32. NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this contract shall not be made without prior written approval of the Department of General Services
- 36. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**
- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract
 - b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement
 - c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the goods or software supplied by the contractor or the operation of such goods pursuant to a current version of contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense
 - d) Should the goods or software, or the operation thereof, become, or in the contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the contractor at its option and expense either to procure for the State the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by the State shall be prevented by injunction, the contractor agrees to take back such goods or software and make every reasonable effort to assist the State in procuring substitute goods or software. If, in the sole opinion of the State, the

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return of such infringing goods or software makes the retention of other goods or software acquired from the contractor under this contract impractical, the State shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The contractor agrees to take back such goods or software and refund any sums the State has paid contractor less any reasonable amount for use or damage.

- e) The contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by the contractor; or,
 - ii) The operation of equipment furnished by the contractor under the control of any operating software other than, or in addition to, the current version of contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-contractor supplied software
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws
- g) The foregoing states the entire liability of the contractor to the State with respect to infringement of patents, copyrights or trade secrets

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this contract.

38. DISPUTES:-

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which contractor believes the State is liable. If the contractor is not satisfied with the decision of the Department Director or designee, the contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this contract is for information technology goods and/or services, the decision may be appealed to an Executive Committee of State and contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this contract, contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services in

accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of contractor's demand, it shall be deemed a final decision adverse to contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period up to 90 days after the Stop Work Order is delivered to the contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the contract shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the time required for, or in the contractor's cost properly allocable to the performance of any part of this contract; and
 - ii) The contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the contractor for loss of profits because of a Stop Work Order issued under this clause.

40. PRIORITY HIRING CONSIDERATIONS: If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353

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- 41. COVENANT AGAINST GRATUITIES:** The contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the State with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the State shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 42. NONDISCRIMINATION CLAUSE:**
- During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- 43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
- 44. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State 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. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
 - If the State 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 State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- 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
 - the assignee has not been injured thereby, or
 - the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- 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, as required by Government Code Section 8355(a).
 - Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- Contractor declares 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 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. 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.
 - Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or

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premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a)

48. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
49. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, the contractor acknowledges in accordance with PCC Section 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department
50. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq)
51. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance
52. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to contract with the State
54. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code section 10295.3.

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BIDDER INSTRUCTIONS**1. DEFINITIONS:**

- a) **"Bid"** means an offer, made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or non-competitively bid contract.
- b) **"Bidder"** means a supplier who submits a bid to the State in response to a solicitation.
- c) **"Solicitation"** means the process, by whatever name known or in whatever format used, of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.
- d) **"Supplier"** means a business entity, bidder, offeror, vendor or contractor.

2. SUBMISSION OF BIDS:

- a) Bids must be hand delivered or sent via U.S. Mail or common carrier unless another method (e.g., facsimile) is specifically authorized in the solicitation.
- b) Where a "sealed" bid is required, each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by the State to be considered for award. The State reserves the right to consider authorized facsimile bids as properly "sealed" if received prior to the closing time specified, provided that a signature is shown on the facsimile.
- c) The bidder is solely responsible for ensuring that the full bid is received by the State in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.
- d) Bids received after the time stated will be considered non-responsive.
- e) If facsimile transmission of the bid is acceptable, and the bidder chooses to transmit their bid via facsimile, the bidder understands and agrees that the State will consider only those portions of the bid received prior to the closing time specified; any pages received after that time will not be considered.
- f) If no time for receipt of bids is specified in the solicitation, the bid shall be due by the close of the business day on the date indicated. Close of the business day shall be 5:00 p.m. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT).
- g) Generally, sealed bids will be opened and read on the due date unless another date and time is specified in the solicitation or any addendum thereto or the reverse auction terms and conditions are included in the solicitation. When the Department of General Services, Procurement Division, facilitates a reverse auction all bids remain confidential before and during the auction. Information is not public, including the number and names of the responders, until the Notice of Intent to Award or contract award is published, whichever occurs first.

3. SOLICITATION ADDENDUM (ADDENDA):

- a) If a supplier received this solicitation through some means other than being a prequalified supplier on the State's bidders list, it is the responsibility of the supplier to advise the buyer of its intention to provide a bid so that addenda or other correspondence related to the solicitation will be sent to the supplier.
- b) In the event that the solicitation is revised by an addendum, supplier shall submit the original solicitation and any addenda that the buyer requires be submitted.
- c) Price(s) offered shall reflect all addenda issued by the State. Failure to do so will permit the State to interpret the bid to include all addenda issued in any resulting contract.

4. PRICES:

- a) All prices and notations must be printed in ink or typewritten.
- b) All prices must be bid in U.S. currency.
- c) Unit prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$ 56726 each, would exceed this limitation. Unit prices which exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be truncated (i.e., dropped off) leaving a unit price of \$ 5672 each.
- d) An error in the bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain arithmetic corrections. In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.
 - i) If the bidder's intent is clearly established based on review of the complete bid submittal, the State may at its sole option correct an error based on that established intent.
 - ii) The State may at its sole option correct obvious clerical errors.
 - iii) The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the "Extension" price by the quantity of the item.

- 5. **CASH DISCOUNTS:** The State encourages bidders to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation, cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers to determine the successful bidder for award of any resulting contract.

- 6. **INSPECTION OF SOLICITATION DOCUMENTS:** Supplier shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the bid. Failure to examine any document, drawing, specification, or instruction will be at the supplier's sole risk.

- 7. **BRAND NAMES:** Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brand. Unless bidder specifies otherwise, it is understood that the bidder is offering a referenced brand item as specified in the solicitation. The State reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the State may require the supply of additional descriptive material and a sample.

8. EVALUATION OF BIDS:

- a) Where more than one line item is specified in the solicitation, the State reserves the right to determine the lowest responsible bidder, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.
- b) Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation, of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it

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provided a bid. In the event that the bidder so objects, the State may consider the bidder's objection and evaluate whether the award on such basis will result in the lowest price to the State or may determine in its sole discretion that such an objection is non-responsive and renders the bidder ineligible for award.

- c) This solicitation is subject to all requirements set forth in the Electronic Waste Recycling Act of 2003 (Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste, hereafter called the "Act"). If the products and/or services being acquired pursuant to this solicitation are not subject to the Act, then bidder must demonstrate that the Act is inapplicable to all lines of business engaged by the supplier (or related agents, subsidiaries, partners, joint ventures, and sub-contractors). Contracts awarded, wherein a violation of the Act is found, are subject to sanctions defined in Public Resources Code, Chapter 8.5, Article 7.
- d) This solicitation is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this solicitation, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates, must be submitted within five (5) State business days of the State's request. Failure of the supplier to comply by supplying the required documentation will cause the supplier's bid to be considered non-responsive and the bid rejected.
- e) Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.
- f) All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.

9. CONFLICT OF INTEREST:

- a) Current State Employees (PCC Section 10410):
 - i) 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.
 - ii) 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.
- b) Former State Employees (PCC Section 10411):

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.

- c) 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 twelve-month period prior to his or her leaving State service.
- 10. JOINT BIDS:** A joint bid submitted by two or more bidders participating jointly in one bid may be submitted and each participating bidder must sign the joint bid. If a contract is awarded to bidders who furnished a joint bid, it shall be deemed one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract, and the joint contractors must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.
- 11. SAMPLES TO DETERMINE RESPONSIVENESS TO TECHNICAL REQUIREMENTS FOR PURPOSES OF AWARD:**
- a) Samples of items, when required by the State, must be furnished free of expense to the State, unless otherwise provided.
 - b) Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the State.
 - c) Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the State to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the State as indicated by the manufacturer and model number specified in the solicitation.
 - d) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at bidder's expense.
 - e) Samples may be required prior to award. If requested, such samples must be delivered to the address specified and within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection.
- 12. SPECIFICATION CONCERNS:**
- a) In the event a supplier believes that the State's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes or in the supplier's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the buyer identified in the solicitation, either by telephone, letter or visit, immediately upon receipt of the solicitation, in order that the matter may be fully considered and appropriate action taken by the State prior to the closing time set to receive bids.
 - b) Unless otherwise specified, failure by any supplier to raise any concern relating to the solicitation requirements within at least two (2) working days prior to the bid close date, will be deemed a waiver of the supplier's right to protest any decision for contract award relating to the solicitation's requirements.
- 13. VALIDITY OF BID:** Unless specified elsewhere in the solicitation, bidder's bid shall be valid for forty-five (45) days following the date the response is due.
- 14. MISTAKE IN BID:** If prior to contract award, a bidder discovers a mistake in their bid which renders the bidder unwilling to perform under any resulting contract, the bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within

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BIDDER INSTRUCTIONS

the State's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the State may consider permitting withdrawal of specific line item(s) or combination of items.

15. STATE'S RIGHTS:

- a) The State reserves the right to modify or cancel in whole or in part its solicitation at any time prior to contract award
- b) The State reserves the right to reject any or all bids if the State determines that a bidder's bid was non-responsive to the solicitation requirements and to waive informalities and minor irregularities in bids received.
- c) The State reserves the right to reject any or all bids if the State determines that a bidder is not a responsible supplier.

16. UNFAIR PRACTICES ACT AND OTHER LAWS: Supplier warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.**17. VIOLATION OF AIR OR WATER POLLUTION LAWS:**

- a) Unless the contract is less than \$25,000 or with a non-competitively bid contract supplier, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.
- b) Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the State that the intended awardee is such a person.
- c) No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

18. NON-DISCRIMINATION TOWARD WTO GPA SIGNATORIES:

Any contract resulting from this solicitation in excess of \$500,000 is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA). All bidders offering products or services of countries that are signatories to the WTO GPA and that have agreed to cover reciprocal subcentral coverage under the WTO GPA will be accorded non-discriminatory treatment in the award of contracts under this solicitation. These countries currently include the member states of the European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, and the United Kingdom), Aruba, Hong Kong, Singapore, Israel, Japan, Korea, Liechtenstein, Norway, and Switzerland.

19. INDEPENDENCE OF BID: Unless supplier is furnishing a joint bid, by submitting this bid, bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.**20. BID EVALUATION PREFERENCES:** In evaluating bids, the State will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area (LAMBRA) Act, the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycled products in accordance with Public Resources Code Section 42890 et seq. Where multiple preferences are claimed,

the State will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

21. PROTESTS: The Department of General Services, Procurement Division, has appointed a Protest Coordinator to serve as the primary point of contact for handling: (1) initial protests of solicitation requirements as allowed for in Public Contract Code (PCC) Section 12102(h); (2) protests of proposed awards for commodities (PCC Section 10306) and information technology goods and services (PCC Section 12102[h]); and 3) the Alternative Protest Process (PCC Section 12125 et seq.). A Supplier Advocate has been established in accordance with PCC Section 10300 as a resource to protesting bidders seeking assistance and information. Contact the buyer or contact the Procurement Division at (916) 375-4400 for assistance.**22. INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS:**

Any independent contractor, prior to being awarded a purchase order which contains services, must provide certain information pertaining to its business to the State. The State, in accordance with Unemployment Insurance Code Section 1088.8, will report such information to the Employment Development Department. By submitting a bid, bidder acknowledges this information is required and that it is being reported to the Employment Development Department.

23. AMERICANS WITH DISABILITY ACT (ADA):

To comply with the non-discrimination requirements of the ADA, it is the policy of the State to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you may contact the buyer listed elsewhere in this solicitation.

- a) If the contracting agency issuing this solicitation is an agency other than the Department of General Services, Procurement Division, the telephone numbers for TTY/TDD (telephone device for the deaf) or California Relay Service Numbers will be provided elsewhere in this solicitation.

- b) If the agency issuing this solicitation is the Department of General Services, Procurement Division, you may also contact the Procurement Division at (916) 375-4400 (main office), or contact the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service Numbers, as follows:

- **Procurement Division TTY:**
Sacramento Office: (916) 376-1891
California Relay Service:

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BIDDER INSTRUCTIONS

Voice: 1-800-735-2922 or
1-888-877-5379

TTY: 1-800-735-2929 or
1-888-877-5378

Speech to Speech: 1-800-854-7784

Note: To ensure that we can meet your need, it is best that we receive your request for reasonable modification at least **10 working days** before the scheduled event or the due date for procurement documents.

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74 (Revised 6/06 for State Agencies)

Recycled-Content Certification

To be completed by State Agency	
State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see back for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor internet web site.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Purchase Order #:	Product Manufacturer	Product Description / Brand	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233, 10308 5, 10354, and 12205(a)

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)
systems, printers, copiers, and fax machines.

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Code	Description	Minimum content requirement
Product Categories (11)		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400)
10	Tire-Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

**Target Area Contract Preference Act (TACPA), Enterprise Zone Act (EZA),
and the Local Agency Military Recovery Area Act (LAMBRA)**

PROGRAM REQUIREMENTS SUMMARY

Under the provisions of the TACPA, Government Code Section 4530 et seq., EZA, Government Code Section 7070 et seq., and LAMBRA, Government Code Section 7118 et seq., preferences are available to California based companies that demonstrate and certify under penalty of perjury that at least 50% of the total labor hours for manufactured goods, or 90% of the total labor hours for services will be performed in distressed areas. The Acts also make available additional preferences to California based bidders who certify under penalty of perjury to hire eligible persons in targeted employment areas. Bidders are not required to apply for TACPA/EZA/LAMBRA preferences, and denial of preference requests is not a basis for rejection of the bid.

Pre-award Demonstration Requirements

If bidders wish to be considered for the preferences, they must a) provide a reasonable demonstration of contract labor hours for the solicitation's corresponding industry and b) certify that they will comply with the requirements of these Acts. Bidders must complete and submit all included or referenced solicitation preference program forms to be considered for a preference.

- Preference Request Forms (Std. 830/831/832) for goods and services.
- Manufacturer Summary Form (DGS/PD525) for goods only.
- Bidder Summary Form (DGS/PD526) for goods and services.

It is the bidder's responsibility to clearly demonstrate its ability to comply with the terms and provisions of the preference programs which includes a description of the complete supply chain from manufacturer to point of delivery. The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from bidders, manufacturers, subcontractors and any other sources available at the time of bid evaluation. Refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request, may result in denial of the preferences requested.

Contract Award Compliance Requirements

Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance with the statutory, regulatory, and contractual requirements. If awarded the contract, the contractor agrees to: (1) comply with the requirements of the Act(s) and with attendant rules and regulations, (2) allow the state contracting agency to have access to its facilities or premises to inspect, review, obtain and copy all records pertinent to the performance of the

contract or to determine compliance with the Act(s), and (3) to retain such records for three years following final payment on the contract.

Contractors who receive a workforce preference agree, with respect to certification, to hire eligible persons with high risk of unemployment, or from high unemployment areas, and to act in good faith to retain the employees for the duration of the contract, and, if necessary, replace such persons with other persons meeting the same qualifications. Contractors are to promptly notify the State of the names of persons that have been terminated or who have been absent for more than three consecutive days to communicate the reasons for the termination or absence. Contractors agree, under such circumstances, to consult with the state contracting agency and the Employment Development Department with respect to replacement of such persons. Bidders should review the detailed requirements for TACPA at 2 CCR § 1896.40, Contract Provisions, and for EZA at 2 CCR §1896.110, Contract Provisions.

Contractors who do not comply with the preference reporting requirements or fail to provide the information necessary to monitor compliance are subject to sanctions as set forth in the statutes

STATE OF CALIFORNIA (DGS/PP 526 (Rev. 01/2005))	BIDDER'S SUMMARY		Section I
			SOLICITATION NUMBER
			AGENCY/DEPT

Of Contract Activities and Labor Hours

To be eligible for the bidding preferences, the following data/information must be provided AND signed by the BIDDER. Any person furnishing false certifications, willfully providing false information, omitting information, or failing to comply with the preference requirements is subject to sanctions as set forth in the statutes

Section II

The "Bidder's Summary" of the contract activity and employee labor hours must be completed and signed by the Bidder. This form must accompany any bid preference request form(s) (STD 830, STD 831, STD 832) submittal to the designated contracting official at the awarding department.

Report the projected contract labor hours for each contract activity for administration, receiving, order processing, order shipping preparation, and transportation to state delivery point (see reverse for additional information). Report all employee labor hours necessary to perform this contract. Do not include labor-free hours (automated processing/storage time, etc).

Product Type Or Line Item	Contract Quantity (Total Product Units)	Number Of Bidder Contract Labor Hours To Be Used For This Contract					Total Number Of Contract Labor Hours Per Product Type Or Line Item
		Administration	Receiving	Order Processing (pick/pull)	Order Shipping Preparation	Transportation	Other*
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
GRAND TOTAL (Employee labor hours)							

* EXPLAIN "OTHER" ACTIVITIES OF CONTRACT PERFORMANCE USED MUST BE DEFINED HERE. (Use additional sheets, if necessary)

Section III

To be eligible for bidding preferences, the following certification statement must be complete and signed by the Bidder.

I hereby certify under penalty of perjury that the information and labor hours reported on this form are accurate and complete. I understand that any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the preference statutes may be subject to sanctions as set forth in the statutes.

BIDDER'S NAME AND TITLE

BIDDER'S SIGNATURE:

PHONE NUMBER

()

DATE

FAX NUMBER

()

BIDDER'S SUMMARY References and Instructions

The California Legislature has declared that it serves a public purpose and is a benefit to the State to encourage business investment, promote job development, and to facilitate job maintenance in economically distressed areas of the State. It is the intent of the Legislature to further these goals by providing appropriate preferences to California based companies that submit bids or proposals for state contracts to be performed at worksites in economically distressed areas when the contract is for goods or services in excess of \$100,000. To obtain preferences, the bidder must demonstrate that a minimum 50% (for goods contracts) or 90% (for services contracts) of the projected employee labor hours necessary for the contract will be performed within the economically distressed area.

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences¹, the *Bidder's Summary* form must be completed and signed by the bidder for each requested preference. The information provided on this form will be used to evaluate the total number of bidder employee labor hours required to complete the contract.

Section I

Solicitation Number:

Enter the solicitation number identified on the front page of the Invitation For Bid for which this form is being submitted.

Agency/Dept:

Enter the name of the buying Agency and/or Department (e.g., State and Consumer Services Agency, Department of General Services)

¹ Target Area Contract Preferences Act, GC § 4530 et seq., Enterprise Zone Act GC § 7070 et seq., and/or Local Agency Military Recovery Area Act (LAMBRA), GC § 7118 et seq.

Section II

This section identifies the number of bidder's projected employee labor hours that will be performed for the contract. Hours projected should only be those that the bidder will perform. Do not include manufacturing or any other subcontracted hours.

Product Type or Line Item: List the product type or line item as specified on the solicitation. Separate each product type to match the line items on the solicitation.

Contract Quantity:

List the number of product units (i.e., cases, pounds, etc.). Use the same quantity and unit measure used in the state's solicitation.

Hours For This Contract:

Enter the projected number of employee contract labor hours expected in the performance of the contract. Hours may include, for example: administrative, receiving (only include hours required to stock receive and/or physically place product into or out of storage), processing orders (pulling or picking), preparation of orders for shipment (routing, master billing, loading trucks), transportation hours (from shipping point to point of delivery) and/or other (contract labor hours identified as "other" must be defined). **Do not include labor hours for time the product is stationary.**

Grand Total:

List the total number of employee labor hours for the entire contract period.

Section III

Section III must be completed and signed by the bidder.

STD. 830 (REV. 1/2005) (REVERSE)

TARGET AREA CONTRACT PREFERENCE ACT PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area work(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

Section I

Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

- The firm is located in a California eligible distressed area(s).
- The firm will establish a worksite(s) in a California eligible distressed area(s).
- The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.
- The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.
- The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**
- The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary* form (included with this solicitation).

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary* form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

Section II Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

Section III Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBHA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to <http://factfinder.census.gov> and click on "Enter a street address" to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

STATE OF CALIFORNIA
DGS/SPD 525 (Rev. 01/05)

MANUFACTURER'S SUMMARY Of Contract Activities and Labor Hours

Section I

SOLICITATION NUMBER _____

AGENCY/DEPT _____

To be eligible for bidding preferences, the following data/information must be provided AND signed, as indicated, by both the Manufacturer and the Bidder. Any person furnishing false certifications, willfully providing false information, omitting information, or failing to comply with the preference requirements is subject to sanctions as set forth in the statutes.

Section II

Manufacturer's Information: Must be completed by the Manufacturer

Report the projected production capacity of the facility for each product type/solicitation line item. This form must accompany any bid preference request form(s) [STD 830, STD 831, STD 832] submittal to the designated contracting official at the awarding department. Enter the number of all employee labor hours in an 8-hour shift at this site required and necessary to perform the contract. Employee labor hours may cover such activities as manufacturing, packaging, handling, warehousing and/or shipping the product (see reverse for additional information). Do not include labor-free time (automation or machine hours /storage/etc). If additional lines are needed, copies of this form may be used.

Product Type Or Line Item (Manufactured At This Site)	Contract Quantity (Include Product Units)	Production Capacity (Units Per 8-Hr Shift)	Number Of Employees Used In 8-Hr Shift (Of The Product Production Cycle)					Total Employee Contract Labor Hours Per Product Type Or Line Item
			Manufacturing	Packaging	Handling	Warehousing	Shipping	Other *
1.								
2.								
3.								
4.								
5.								
6.								
7.								
GRAND TOTAL (Employee labor hours)								

*EXPLAIN "OTHER" ACTIVITIES OF THE MANUFACTURING CYCLE MUST BE DEFINED HERE, IF USED: (Use additional sheets, if necessary)

Section III

Manufacturer's Information and certification: Must be completed and signed by the Manufacturer

Separate "Manufacturer's Summaries" are required for each site that is identified as a manufacturer of the contract goods.

MANUFACTURER'S NAME AND ADDRESS	NAME AND TITLE OF PERSON SIGNING AS MANUFACTURER		PHONE NUMBER ()	DATE
	MANUFACTURER'S SIGNATURE		FAX NUMBER ()	

Section IV

Bidder's Certification: Must be completed and signed by the Bidder to be eligible for bidding preferences

I hereby certify under penalty of perjury that the manufacturer provided the above information to me. The proposed employee labor hours indicated above correlate with the hours reported on the preference request form(s) [STD 830, STD 831, and/or STD 832] that accompany this bid.

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE		PHONE NUMBER ()	DATE
			FAX NUMBER ()	

MANUFACTURER'S SUMMARY References and Instructions

The California Legislature has declared that it serves a public purpose and is a benefit to the State to encourage business investment, promote job development, and to facilitate job maintenance in economically distressed areas of the state. It is the intent of the Legislature to further these goals by providing appropriate preferences to California based companies submitting bids or proposals for state contracts to be performed at worksites in economically distressed areas when the contract is for goods or services in excess of \$100,000. To obtain preferences, the bidder must demonstrate that a minimum 50% (for goods contracts) or 90% (for services contracts) of the projected employee labor hours necessary for the contract will be performed within the economically distressed area. This includes manufacturer's employee labor hours.

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences¹ the completed *Manufacturer's Summary* must be signed by both the manufacturer² and the bidder for each requested preference. The information provided on this form will be used to evaluate the total manufacturing employee labor hours required to complete this contract.

Section I To be completed by the Bidder

Solicitation Number: Enter the solicitation number identified on the front page of the Invitation For Bid for which this form is being submitted.

Agency/Dept: Enter the name of the buying Agency and/or Department (e.g., State and Consumer Services Agency, Department of General Services)

Section II To be completed by the Manufacturer

This section identifies the projected production capacity of the manufacturer's facility; number of employees used for each type of the bid product and total of the projected employee contract labor hours used to manufacture the bid product for the entire contract period.

¹ Target Area Contract Preferences Act, GC § 4530 et seq., Enterprise Zone Act GC Section 7070 et seq., and/or Local Agency Military Recovery Area Act (LAMBRA), GC § 7118 et seq.

² The State considers the manufacturer to be the company or companies that add value to the product by converting or transforming it from the raw or bulk product into the final bid product.

Product Type or Line Item:

List the product type or line item as specified on the solicitation. Identify each product type or match the line items on the solicitation.

Contract Quantity:

List the number of product unit(s) (i.e. # cases, pounds, etc.). Use the same quantity and unit of measure used in the state's solicitation.

Production Capacity:

Indicate the manufacturing capacity for each product type/line item in an 8-hour period.

Employees Used In 8-Hr Period:

Indicate the number of employees used for the various production segments during an 8-hour period (example: .5, 1.5, 2). List only the production processes pertaining to the production of the bid product/line item. Production tasks may include: manufacturing, packaging, handling, shipping, and/or other. Production hours listed under "other" must be defined.

Total Hours:

For each product type/line item, identify the total number of employee contract labor hours projected to be used for the entire contract period.

Section III To be completed by the Manufacturer

Firm & address:

Enter the manufacturer's name & address.

Authorized Representative:

Type or print the name and title of the person signing the form.

Contact phone number:

Enter the telephone number and fax number for the manufacturer.

Date:

Enter the date the form is completed and signed by the manufacturer

Signature:

Signed by the manufacturer

Section IV To be completed by the Bidder

Section IV must be completed and signed by the bidder to be eligible for the bidding preference.

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 "Y/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.

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

- [illegible]

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DB/BE 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.

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code 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 Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code 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. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has 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. (See # 1 on the sample Attachment).

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 Public Contract Code section 10477(b). (See # 2 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

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

OR

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

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>

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

45501-231-091

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**STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
DIVISION OF EQUIPMENT**

ITEM NO.	UNIT	CAB	TRANS	ENG	CAP	C.A.	F.A.	R.A.
45501	U		Hydro	D150	180 CF			

SPECIFICATION NUMBER: 45501-231-091SPECIFICATION FOR: SELF PROPELLED ASPHALT PAVERPURCHASE ESTIMATE NUMBER: 32-12-5563

It is the intent of this specification to describe the minimum requirements for a self propelled asphalt paver equipped with a hydraulic adjustable heated/vibratory screed. The paver shall be capable of paving widths from eight (8) feet to fourteen and a half (14.5) feet. The paver will be driven both on the highway at its maximum travel speed between small jobs and in construction zones during paving operations. The paver shall be transported on a trailer to and from the main job site.

The unit shall be the manufacturer's standard production models and shall be modified to meet these specifications. It shall be equipped with all of the manufacturer's standard equipment and accessories which are part of the standard published literature.

The unit shall comply with Caltrans Equipment Quality Standards for Electrical, Welding, Paint and Coatings as defined at: <http://www.dot.ca.gov/hq/eqsc/qualstand.htm>.

If a discrepancy is discovered between the specifications and the drawing(s) provided, the vendor shall request clarification from the Specification Engineer. The specifications and drawing(s) shall have precedence over the completed questionnaire and standard factory specifications or literature.

The equivalency of any referenced item listed on the drawings or in the specification shall be determined by the Division of Equipment Specification Engineer. Only technical changes authorized by Specification Engineer in writing will be accepted. Technical changes made by any other Division of Equipment, Caltrans or State employees will not be accepted. All changes to this contract must be done in writing.

Technical Specifications

1. WEIGHT: The operating weight of the base unit is defined as the standard equipment, screed, and tires or tracks and all fluid tanks full; the operating weight shall not be less than 28,000 pounds and shall not exceed 40,000 pounds.

2. DIMENSIONS: The following vehicle dimensions are given to insure proper transport and storage.
 - a. Maximum Vehicle Transport Length 22 ft.
 - b. Maximum Vehicle Transport Height: 10 ft. – 6 in.
 - c. Maximum Vehicle Transport Width: 102 in.
3. ENGINE: The engine shall be a turbo-charged diesel engine with a SAE J1349 net brake power rating of not less than 150 horsepower. The turbo-charged engine shall maintain the manufacturer's specified power and torque ratings to a minimum of 10,000 feet above sea level, shall be electronically controlled and be Tier 3 certified (without credits). The engine shall be listed on a current Air Resources Board Executive Order for the "Engine Family" supplied (emission credits will not be accepted); the executive order must be supplied before award of Purchase Order.

The engine shall be equipped with, but not limited to, the following accessories:

- a. Two-stage, dry-type air cleaner.
- b. Starting aid: A cold weather starting aid as recommended by the engine manufacturer.
- c. A fuel filter system with a visual water trap shall be installed on the fuel inlet system to the engine (Racor 120A or comparable).
- d. Key ignition to start and shut off engine.
- e. Hourmeter (Ref: Hobbs Part No. 85006 or comparable)
- f. Oil pressure gauge
- g. Volt or ammeter
- h. Fuel gauge
- i. Hydraulic oil temperature gauge
- j. Automatic shutdown system for engine temperature, oil pressure (AKA. Murphy System)
- k. Fuel tank with a capacity of not less than fifty (50) gallons
- l. Air cleaner restriction indicator (Ref: Filter Minder Air Restriction Gauge)
- m. Horn

All engine monitoring instrumentation and warning devices shall be permanently labeled to identify their functions with a simple and readable lettering style or equivalent international symbols.

Instrument arrangement should consist of subgroups monitoring the engine, operational, and power train performance. Grouped gauges shall be consistent in size, color scheme, pointer design, and label style and size. All gauges and instrumentation shall be back-lighted or adequately illuminated for nighttime operation.

5. **EXHAUST SYSTEM:** The exhaust system shall utilize a vertical exhaust stack equipped with a rain cap. A rain cap may not be required if the exhaust system is equipped with a muffler and is so constructed as to restrict rain and wind from entering the turbocharger. The muffler shall expel rainwater without the engine running. An elbow, without a muffler, does not restrict wind and will not be acceptable. The exhaust system shall comply with applicable California Vehicle Code and State fire regulations.
6. **TIRES & WHEELS:**

Tires and wheels shall have a combined capacity equal to or exceeding the gross vehicle weight of the entire unit with fuel, water, screed system, and hopper full of material.

Front Wheels and Tires: The unit shall be equipped with (4) four solid rubber or polymer tires on the bogies. The wheel shall be as recommended by the tire manufacturer for application and speed. All front wheels and tires sizes shall be of the same model and size.

Rear Wheels and Tires: The unit shall be equipped with (2) two inflated tires. The wheel shall be as recommended by the tire manufacturer for application and speed. All rear wheels and tires shall be of the same model and size.
7. **SUSPENSION AND DRIVE SYSTEM:*** The suspension and drive components shall meet or exceed the maximum GAWR when the vehicle is loaded to its maximum GVWR. The minimum road speed shall be 8.5 miles per hour.

Two of the four front bogie wheels shall have hydrostatic drive motors to add tractive propulsion when engaged by the operator.
8. **BRAKE SYSTEM:** The hydrostatic drive shall provide the primary service braking. The parking brake shall be a spring applied and hydraulically released type which is controlled by the operator.
9. **ELECTRICAL SYSTEM:** Minimum electrical equipment shall comply with all Federal Motor Vehicle Safety Standards and State of California Department of

45501-231-091

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Motor Vehicle regulations. A minimum 70 amp alternator with a matching regulator shall be furnished. The battery system shall be made up of Group 31 12-volt maintenance free batteries (Ref. Delco's Freedom or Gould's Champion). The system rating shall be not less than 1,825 CCA (cold cranking amps) at 0° F. and a reserve capacity of not less than 425 minutes at 25 amps and 80° F. Ratings are as established by BCI (Battery Council International) and SAE. The electrical operational system shall be 24-volts. Side mounted battery cables are not acceptable.

10. LIGHTS: The unit shall have two halogen lights illuminating the hopper, two halogen lights illuminating the screed, two halogen lights illuminating the auger area, and a rotating beacon light. The switch, wiring, and post shall be provided for a rotating beacon light. The beacon light shall be one of the following: Federal Signal Part # 443112-02 or Federal Signal Part # 443114-02 for a 24V machine. All wiring shall be properly sealed and mounted using rubberized loom clamps. The control and instrument gauges shall also illuminate when the lights are turned on.
11. HOPPER AND MATERIAL FEED SYSTEM: The hopper and feed system shall have a minimum 180 cubic foot capacity with hydraulically adjustable side wings to feed material to center conveyor chain. The hopper shall accommodate a 24 inch dump height. A flexible front spill apron shall be installed to prevent spillage directly in front of the machine.

The asphalt material shall be transferred from the hopper to the augers by two (2) hydraulically driven conveyors. The conveyors shall be the roller chain and drag bar type with a conveyor bed made of hardened steel. The paver shall be equipped with an automatic material flow control which independently regulates each auger feed conveyor.

There shall be two (2) hydraulically driven 16 inch augers to spread the material evenly across the front of the screed. The augers shall operate independent from each other. The augers shall be made of Ni-hardened steel and shall be hydraulically adjustable at least six (6) inches in the vertical direction. The augers shall have a reverse rotation feature.

12. SCREED: The screed supplied shall be hydraulically extended, vibratory and heated over its entire length. Over half of the screed extension width from 8 to 14.5 feet shall be hydraulically controlled. The remainder of the screed width can be provided by the use of add on extensions

The screed shall be capable of laying a uniform mat up to 8 inches thick at all paving widths. The screed shall be equipped with a crown and invert adjustment. The screed shall be capable of producing a crown of not less than two (2) inches and inverted paving to not less than three quarters ($\frac{3}{4}$) of an inch.

Each screed section shall have heat and vibration capabilities. The screed shall have an adjustable vibratory amplitude of 0 to 2,600 VPM as a minimum range. The screed heating system shall consist of a generator mounted on the tractor and no less than 8, blade type, electric heating elements to insure even heat distribution over both the main and extension screeds; the entire width of the screed and its extensions shall be heated. The system shall be thermostatically controlled to insure that the system can be run continuously without risk of screed plate damage. The screed design shall be such that the heating elements may be replaced without removing the main screed plate. The abrasion resistant, bolt on, steel wear plates for the screed shall have a minimum thickness of one-half (½) inch and a minimum Brinell wear plate hardness of 360.

A console and a remote hand held control, located on each side of the screed, shall be provided. The console shall have a digital display screen showing the integrated automation functions and control, pile height control, auger control, auger height adjustment, screed vibration, screed heat and optional screed assist in addition to buttons for control of the functions of conveyor automatic on/off or override, auger automatic on/off or override, screed float, slope and optional berm of extension, and screed extend and retract. An emergency stop button shall be located on each console. The remote, hand held control shall provide functions for tow point control, auger on/off and override, screed extension height adjustment and extension extend and retract.

The screed shall be equipped with wide, perforated walkways which may be folded and stowed for transportation or when paving in confined areas. The catwalk shall be installed the full width, rear of and not directly attached to the screed.

Power adjustment of extension height, slope and center crown shall be provided at the screed. In addition, the tractor shall be equipped with no less than one, 120V receptacle and two, dedicated, variable frequency 240V receptacles to provide power for other electrical accessories.

13. MISCELLANEOUS EQUIPMENT:

Each unit shall be equipped with a OSHA approved back-up alarm. The alarm shall automatically turn on when the unit shifts into reverse or moves backwards under power (ref. Precor #250, Phone # 1-800-453-1141).

- a. Each unit shall be equipped with vandal protection. This shall include locking hasp on all fluid containers, engine cover(s), and locking cover on the operator controls.
- b. An emergency kill switch shall be installed at the operator station.
- c. License plate bracket.

- d. Umbrella to provide shade and weather protection for the operator.
 - e. Locking compartment for some miscellaneous tools.
 - f. A removable Slow Moving Vehicle sign shall be mounted at the rear of the machine.
 - i. A 10 pound minimum fire extinguisher for use on Type A, B, and C fires mounted with a mounted bracket in a convenient location.
 - j. A plate identifying the manufacturer, tare weight, gross vehicle weight, date of manufacture, located at the operator area.
14. **MATERIAL:** Construction shall be of all new material free of rust and any defects. All components in the assembly shall be fabricated from a single piece of material. Material which is joined by welding or other means to form a single piece of stock is not acceptable. The finished product shall be free of dents and warpage. The use of any type of body filler is unacceptable. All bolts shall be Grade 5 or better and conform to SAE and ASTM standards. Bolt lengths shall be such that a minimum of two threads shall extend beyond the nut. Nuts shall be the locking type. Nuts and washers shall be compatible with the bolt(s) to which they are attached, as recommended by the fastener manufacturer and in accordance with SAE and ASTM standards. If requested, the supplier shall submit proof of fastener strengths.
15. **METAL SHAPING:** All breaks shall be free of cracks. Radii shall be at least twice the thickness of the material or in accordance with the requirements established by ASTM for the particular material being formed, whichever is greater. All holes shall be round, of the proper dimension, perpendicular to the material they are produced in, and finished smooth. Oblong holes or holes drilled, bored, etc. at angles are not acceptable. Holes and slots shall be drilled, punched, saw cut, plasma cut, or milled; torch cut is unacceptable. Sharp corners on all material shall be radiused to prevent personnel injury.
16. **WELDING:** All welding shall comply with the requirements as represented in American Welding Society (AWS), D14.3-82, and American National Standard entitled "Specification for Welding Earthmoving and Construction Equipment."

All welds shall be continuous except as noted. Intermittent or spot welds shall be spaced and proportioned to provide ample strength for the material being welded. Weld sizes not indicated shall be equal to the thickness of the least of the joined plates.

All welds shall be properly fused, displaying proper penetration and a professional finish, and must meet the qualification requirements of applicable AWS specifications. Examples of unacceptable weldments are:

- | | |
|-------------|-----------------------|
| a. Cracks | d. Excessive Splatter |
| b. Undercut | e. Blow Holes |
| c. Overlap | f. Slag Entrapment |

Any weld failing to comply with the AWS specification or failing to pass a quality assurance inspection performed by the State, will be corrected by the manufacturer, at their expense, and be corrected off State property. The State shall determine if a weld is acceptable or deficient.

Any deficient weld shall be corrected by a welder who is certified in accordance with the requirements as established by the American Welding Society (AWS). The welder shall have the proper certification documents indicating that he/she is qualified to perform the type, size, and position of the weld performed, with the welding process utilized, and on the material being welded. The supplier will be required to supply proof of current welding certifications for personnel performing any re-welding on the unit, upon request of the State whether written or verbal.

GRINDING OF WELDS must have prior approval of the Department of Transportation, Division of Equipment, Engineering Specifications. Welds which have been ground without approval shall be subject to complete re-welding upon request, at no additional cost to the State.

When drawings are supplied, the assembly dimensions and tolerances shall apply after welding. Excessive warpage of assembled parts is not acceptable. Weld symbols on supplied drawings shall be interpreted per American National Standard Welding Symbols. In the event of the lack of a weld symbol, the best commercial practice shall prevail. The covering of welds with body fillers or similar materials is unacceptable.

17. **PAINT:** The basic unit, the primary finish surfaces of any optional equipment, and other minor or incidental component parts shall be finish painted with lead-free **(300 PPM LEAD MAX)** standard factory color(s). The finish coat shall be free from runs, drips, sags, etc., and shall be evenly applied to provide a gloss finish. The finish or top coat shall be compatible for re-coat or touch-up with lead-free DuPont Imron 5000, polyurethane enamel; PPG Delta DUHS; or, Sherwin Williams Genesis, equivalent color. All paint and primer shall be lead free.
18. **NOISE:** Noise emitted by each unit delivered in compliance with these specifications shall comply with all California and Federal laws or regulations pertaining to maximum allowable emission of noise both inside and outside the operator's cab. In no event shall the noise emitted be greater than 90 dB(A). The vendor may submit documentation to demonstrate compliance with this requirement.

The sound level reading will be taken with the equipment unit stationary after the unit has been warmed up for 15 minutes. The reading will be taken with the engine operating at full governed RPM and as applicable, with both side doors or one (1) door and window on opposite side open, one (1) man in the cab with the meter near center of cab about two (2) feet below the roof and twelve inches from the operator's ear. All non-propulsion operating controls may be randomly actuated throughout the

19. **LUBRICATION:** The equipment shall be certified by the manufacturer for use with re-refined lubrication products. The re-refined lubrication products used by the State will meet or exceed all SAE, API, and NLGI specifications as required by the manufacturer.

Lubrication products used in each unit shall be compatible for top-off and refill with one of the following State contracted lubrication products:

- a. SAE 15W-40 motor oil.
- b. Dexron-III or Mercon automatic transmission fluid.
- c. Tractor hydraulic fluid.
- d. SAE 50 motor oil.
- e. SAE 85W-140 gear lube.
- f. NLGI #2 multipurpose grease.
- g. DOT 3 brake fluid.
- h. Universal Extended Life Coolant (ELC), 50/50 prediluted.

NOTE: The coolant change interval shall be a minimum of 5 years or 150,000 miles. Only extended life coolant shall be used; Standard coolant with a coolant filter is not acceptable.

For information regarding State contracted lubrication products, contact:

California Department of Transportation
Division of Equipment
PO Box 160048
Sacramento, CA 95816-0048
ATTN: Lubrication Coordinator, Ph: 916-227-9646

20. **HYDRAULIC LINES AND FITTINGS:** All hydraulic lines shall be sized as recommended by the manufacturer of the component to which they attach, and shall be adequate for the use intended. All hoses and plumbing shall have a minimum number of bends and shall be free of any kinks. All bends in hoses and tubing shall be not less than the minimum radius as recommended by the hose or tubing manufacturer. Where applicable, plumbing shall be protected from external damage by truck frame and body. Any hoses routed around or through areas that may cause abrasion or cuts shall be protected as necessary. All hydraulic components and plumbing shall be mounted and supported to

withstand extensive field use.

Any tubing or flexible hose used in the hydraulic system shall be approved for hydraulic use and rated for the maximum working pressure of the system. Large diameter hose shall be used for low pressure return line(s) to the reservoir. The use of black pipe, galvanized pipe, brass or plastic pipe or fittings, etc. **shall not** be allowed in the hydraulic system, including the low pressure return side. Only steel or stainless steel crimp type hose fittings and ends which are approved for hydraulic use shall be used (Aeroquip or comparable).

Hydraulic fittings on high pressure lines shall be the swivel type, steel or stainless steel, and shall be 37° JIC, NPT, SAE "O" Ring Boss, or SAE "O" Ring Flange. Fittings shall be of the proper size to match the hydraulic line to which they attach. No welding of fittings will be allowed. Compression type fittings shall not be used in the system. All threads shall be North American or Japanese Metric type threads. NOTE: Thread types shall not be mixed on the unit (i.e. thread types shall be all American or all Metric).

21. **SAFETY**: The entire unit and accessories shall comply with the applicable provisions of the California Vehicle Code, the Safety Orders of the Division of Industrial Relations, and all Federal regulations in effect at the time of manufacture.

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(RETURN OPTIONS PAGE WITH BID)

The following options or accessories shall be furnished only when specified on the Invitation For Bid and Purchase Order. Price on options listed shall be per unit. Include price for all options even though option prices written below are "non-award" items.

1. HYDRUALIC TRUCK HITCH: The front of the paver shall be equipped with a hydraulic truck hitch equipped as follows:
 - A. Bearing mounted push rollers
 - B. Bearing mounted side rollers
 - C. Rim rollers
 - D. Easily removable and adjustable rim roller arms; the arms shall be adjustable in two inch increments
 - E. A hydraulically actuated truck hitch will be supplied to lock the truck in position while feeding the paver.

PRICE \$ _____

2. AUTOMATIC GRADE & SLOPE CONTROL: A grade averaging system consisting of three grade sonic sensors per machine side shall be installed. There shall be an electronic automatic grade and slope control system, one for each side of the asphalt paver that will automatically control the grade and slope of the screed. This is not to be a system which relies on a 10 foot or longer ski placed next to the machine for averaging. The system shall be capable of being engaged or disengaged at any time during the operation.

PRICE \$ _____

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Page 1 of 1

ASPAHLT PAVER QUESTIONNAIRE

MANUFACTURER/MODEL _____

1. ENGINE: Make/Model _____
Number of Cylinders/Displacement _____
Engine Family: _____

2. MACHINE DIMENSIONS:

Overall Transport Length _____ inches
Overall Transport Width _____ inches
Overall Transport Height _____ inches

3. MACHINE PROPULSION:

Type of propulsion (describe): _____

4. WEIGHTS:

Total operating weight _____ lbs.

5. CAPACITIES:

Fuel Tank _____ gals.; Hydraulic Tank _____ gals.
Wash Down Tank _____ gals.; How is wash-down system powered? _____

6. HOPPER SYSTEM CAPACITY: _____ Cubic Feet7. SPEED:

Maximum Road Speed: _____

8. PAVING:

Maximum amount of Crown: _____
Maximum amount of Invert: _____
Maximum screed width as supplied: _____
Screed hydraulic width adjustment: _____
From: _____
To: _____
Screed Vibratory Amplitude per Minute Range: _____ VPM
Number of Heating Elements on Screed: _____

CALTRANS IN-SHOP WARRANTY AGREEMENT

Name of Supplier/Manufacturer _____
Warranty Representative (print or type) _____
Street Address _____
City, State, Zip Code _____
Telephone Number _____
Solicitation No. _____ Due Date _____
Item (Quantity/Brand/Model) _____

When equipment is purchased for Caltrans, a section of the specifications requires the supplier/manufacturer to enter into an In-Shop Warranty Agreement.

The terms of the In-Shop Warranty Agreement for this equipment are as follows:

1. Labor rate charged by Caltrans will be \$150.00 per hour.
2. Warranty claims will be processed on a Caltrans Work Order unless the supplier/ manufacturer furnishes standard warranty forms.
3. Suppliers'/manufacturers' standard flat rate time schedules shall be used as a guide for In-Shop Warranty repair time. If a supplier's/manufacturer's flat rate time schedule is not available, Caltrans will use the time that is recorded on the Caltrans Work Order.
4. Replacement parts will be available within 5 working days from the date of receipt by supplier/manufacturer of a Purchase Order, whether the order is made by telephone or in writing.
5. Replaced parts will be held 60 days for inspection by the supplier/manufacturer.
6. Original Equipment Manufacturers' parts will be used as replacement parts; or, if OEM parts are not available, after-market parts of equal or better quality will be utilized.
7. Copies of invoices for all parts will be provided to the supplier/manufacturer.

Caltrans will contact the supplier/manufacturer for authorization to perform In-Shop Warranty repairs as stated in this agreement. Only under extreme emergency conditions will In-Shop Warranty be performed without prior authorization. If Caltrans opts not to perform the warranty work, the supplier shall pick up the unit within 48 hours of notification, written or verbal.

In-Shop Warranty Agreement shall remain in effect until all conditions of warranty in the State of California specifications and in the original manufacturer's warranty expire.

Signature, Caltrans Warranty Coordinator _____

Date

Signature, Supplier/Manufacturer _____

Date

EXTENDED WARRANTY AGREEMENT FORM
(Sample)
Statewide warranty coordinator certification

Name: _____ Phone Number: _____

Address: _____

Warranty Service Locations: Name, Address, Phone Number

1. _____
2. _____
3. _____
4. _____
5. _____

The unit(s), including but not limited to the chassis, engine, drive train, electrical system and all modifications made to the unit prior to delivery, etc., shall be covered (parts and labor) under a factory authorized extended warranty for three (3) years or **2000** engine hours, whichever occurs first, following the date the Department of Transportation (Caltrans) puts the unit into service. This warranty does not cover standard wear items which fail due to normal wear. Caltrans will notify the supplier by mail of the in-service date and keep a record of the in-service date.

If the supplier is not the manufacturer or manufacturer's authorized representative, then a performance bond for in the amount of 70% of this order shall be supplied to cover late delivery charges detailed below. A statement agreeing to the warranty conditions stated herein shall be signed by the supplier and submitted with proof of bondability with the bid. The performance bond shall be submitted prior to Purchase Order award. The balance of any unused portion of the bond will be relinquished at the end of the 3 year in service period.

Late delivery charges shall be assigned as shown for OEM parts and warranty repair services that do not meet the following performance requirements:

1. All OEM parts not available within three (3) working days from the date of order.
 - The price shall be reduced 20% for every day after the three (3) working days have passed from the initial parts order. This does not apply to those parts listed as for Caltrans only.
 - Additionally, if parts are not available by the sixth (6) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered. Supplying a replacement unit will stop the 20% parts discount from the day the unit is made available. This does not apply to those parts listed as for Caltrans only.

2. Warranty repair service not performed within 5 working days of entering the shop.
 - If repairs have not been made by the sixth (6) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered.
3. Warranty replacement of engine, transmission or complete axle assemblies not performed within 15 working days of entering the shop.
 - If repairs have not been made by the sixteenth (16) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered.

NOTE: All parts expediting fees required to maintain these performance levels shall be covered by the extended warranty and not charged to Caltrans.

NOTE: For those suppliers providing a bond in lieu of a factory authorized warranty, the bond shall be charged for those penalties incurred as detailed above.

The supplier may use a traveling mechanic to perform the warranty work. The supplier will be responsible for all associated costs (travel time, overtime, per diem, etc.). The use and availability of a traveling mechanic does not relieve the supplier from providing a list of five (5) factory authorized warranty service locations throughout California.

At the request of the Caltrans shop superintendent, a joint warranty inspection of the equipment shall be conducted within 30 days prior to the expiration of the warranty period with the vendor or his authorized designee. The purpose shall be to resolve any remaining warranty issues prior to expiration.

An In-Shop Warranty agreement (see attached), signed by the supplier or manufacturer, shall be submitted prior to Purchase Order award. The standard In-Shop Warranty agreement shall be extended from one (1) year to three (3) years per this agreement.

Caltrans, at its option, may perform warranty work under the terms of the In-Shop Warranty agreement. If Caltrans opts not to perform the warranty work, the supplier shall pick up the unit within 48-hours of notification, written or verbal. The unit will be at a Caltrans facility. The unit shall be repaired and returned within 10 working days to the Caltrans facility where the unit was originally picked up. Upon prior approval with Caltrans and in compliance with all Caltrans Policies and Procedures, warranty work may be performed at a Caltrans facility.

Any supplier or manufacturer non-compliant with the warranty provisions set forth herein may be subject by the Procurement Division, Department of General Services, State of California to be removed from any future bidding.

Any non-integral accessory / optional equipment not cataloged as a dealer option shall be warranted for a period of one year commencing from the date Caltrans puts the unit into service. (i.e. rotary broom).

**STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
DIVISION OF EQUIPMENT**

ITEM NO.	UNIT	CAB	TRANS	ENG	CAP	C.A.	F.A.	R.A.
45501	U		Hydro	D170	180 CF			

SPECIFICATION NUMBER: 45501-231-091

PURCHASE ESTIMATE NUMBER: 32-12-5563

ADMINISTRATIVE REQUIREMENTS

1. **VEHICLE DOCUMENTATION REQUIRED:** The original dealer's "Report of Sale" shall be furnished by all California licensed dealers at the time of delivery of each unit or units covered by these specifications.

A "Manufacturer's Statement of Origin" and original "Bill of Sale" on the vendor's letterhead may be supplied for each unit in lieu of a dealer's Report of Sale, if the supplier is not a registered California dealer.

An original weight certificate from a California Weigh Master must be supplied at the time of delivery of each unit.

A Federal Excise Tax Exempt Certificate will be attached to the purchase order.

All documentation supplied for registration shall contain the following:

State of California
Department of Transportation/Equipment
34th Street and Stockton Boulevard
P. O. Box 160048
Sacramento, CA 95816

All required documentation shall be sent to the above address by the time of delivery.

NOTE: The State shall register/license all vehicles with the Department of Motor Vehicles.

2. **BOOKS AND MANUALS:** One (1) set of standard operator's manual, complete lubrication instructions, parts books and shop repair manuals (complete with electrical and hydraulic schematics) shall be supplied with each unit. On receipt of the first units, one (1) additional set of manuals shall be supplied for the State files.

3. **PRINTS:** Prints are supplied electronically with the bid in .pdf format. Any hard copies required for estimation, fabrication or sub-contractor communication will be the responsibility of the vendor.

The successful vendor will have 30 calendar days to review the submitted Drawings. If the supplier finds any discrepancies with the prints, the supplier shall notify the Department of Transportation, Equipment Specification's engineer. If the supplier fails to notify the Department of any discrepancies with the prints within this time frame, the supplier may be responsible for all costs involved in correcting the discrepancies on the units bid, as deemed acceptable by the Department.

4. **WARRANTY:** The unit(s), including but not limited to the chassis, engine, drive train, electrical system and all modifications made to the unit prior to delivery, etc., shall be covered (parts and labor) under a factory authorized extended warranty for three (3) years or 2000 engine hours, whichever occurs first, following the date the Department of Transportation (Caltrans) puts the unit into service. This warranty does not cover standard wear items which fail due to normal wear. Caltrans will notify the supplier by mail of the in-service date and keep a record of the in-service date.

A copy of this extended warranty shall be authorized and signed by the manufacturer's Statewide warranty coordinator with authority to enforce the terms within this contract. This person shall not be the supplier or dealer for the supplier. Another coordinator with authority to enforce the warranty terms of this contract may be acceptable but only with written permission prior to the bid opening. A copy of this certificate shall be supplied with each unit delivered. This certificate shall include the following:

- Phone number of the manufacturer's Statewide warranty coordinator.
- A list of the authorized warranty service locations throughout California.
- The warranty performance requirements and late delivery requirements detailed below shall be stated in this certificate.

NOTE: A warranty service location shall have a physical shop building capable of housing at least 2 units, a staff of at least 3 mechanics trained on this equipment and at least one mobile service truck. Warranty locations must be located within 150 miles of each Caltrans main district shop listed below. This equipment may be moved to any location, at any time, to respond to changing needs of the department.

SHOP 1	1650 Albee Street	Eureka, CA 95501
SHOP 2	1430 George Drive	Redding, CA 96003
SHOP 3	981 North Beale Rd.	Marysville, CA 95901
SHOP 4	1993 Marina Boulevard	San Leandro 94577
SHOP 5	66 Madonna Road	San Luis Obispo, CA 93401

SHOP 6	1385 N. West Avenue	Fresno, CA 93778
SHOP 7	13204 Golden State Rd.	Sylmar, CA 91342
SHOP 8	320 South Sierra Way	San Bernardino, CA 92408
SHOP 10	1603 South B Street	Stockton, CA 95201
SHOP 11	7179 Opportunity Road	San Diego, CA 92111
SHOP 12	691 South Tustin Street	Orange, CA 92866

If the supplier is not the manufacturer or manufacturer's authorized representative, then a performance bond equal to 70% of the total cost for this order shall be supplied to cover late delivery charges detailed below. A statement agreeing to the warranty conditions stated herein shall be signed by the supplier and submitted with proof of bondability with the bid. The performance bond shall be submitted prior to Purchase Order award. The balance of any unused portion of the bond will be relinquished at the end of the 3 year in service period.

Late delivery charges shall be assigned as shown for OEM parts and warranty repair services that do not meet the following performance requirements:

1. All OEM parts not available within five (5) working days from the date of order.
 - The price shall be reduced 20% for every day after the three (3) working days have passed from the initial parts order. This does not apply to those parts listed as for Caltrans only.
 - Additionally, if parts are not available by the sixth (6) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered. Supplying a replacement unit will stop the 20% parts discount from the day the unit is made available. This does not apply to those parts listed as for Caltrans only.
2. Warranty repair service not performed within 5 working days of entering the shop.
 - If repairs have not been made by the sixth (6) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered.
3. Warranty replacement of engine, transmission or complete axle assemblies not performed within 15 working days of entering the shop.
 - If repairs have not been made by the sixteenth (16) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered.

NOTE: All parts expediting fees required to maintain these performance levels shall be covered by the extended warranty and not charged to Caltrans.

NOTE: For those suppliers providing a bond in lieu of a factory authorized warranty, the bond shall be charged for those penalties incurred as detailed

above.

Transportation to and from the warranty service location shall be split between Caltrans and the vendor. The vendor shall be responsible for picking up the equipment from one of the district locations listed above. Caltrans shall be responsible for picking up the finished unit once the warranty work is complete. The supplier may use a traveling mechanic to perform the warranty work. The supplier will be responsible for all associated costs (travel time, overtime, per diem, etc.). The use and availability of a traveling mechanic does not relieve the supplier from providing a list authorized warranty service locations throughout California.

At the request of the Caltrans shop superintendent, a joint warranty inspection of the equipment shall be conducted within 30 days prior to the expiration of the warranty period with the vendor or his authorized designee. The purpose shall be to resolve any remaining warranty issues prior to expiration.

An In-Shop Warranty agreement (see attached), signed by the supplier or manufacturer, shall be submitted prior to Purchase Order award. The standard In-Shop Warranty agreement shall be extended from one (1) year to three (3) years per this agreement.

Caltrans, at its option, may perform warranty work under the terms of the In-Shop Warranty agreement. If Caltrans opts not to perform the warranty work, the supplier shall pick up the unit within 48-hours of notification, written or verbal. The unit will be at a Caltrans facility. The unit shall be repaired and returned within 10 working days to the Caltrans facility where the unit was originally picked up. Upon prior approval with Caltrans and in compliance with all Caltrans Policies and Procedures, warranty work may be performed at a Caltrans facility.

Any supplier or manufacturer non-compliant with the warranty provisions set forth herein may be subject by the Procurement Division, Department of General Services, State of California to be removed from any future bidding.

Any non-integral accessory / optional equipment not cataloged as a dealer option shall be warrantied for a period of one year commencing from the date Caltrans puts the unit into service. (i.e. rotary broom)

5. **TRAINING:** When training is requested on the Invitation for Bid, the supplier, at his expense, shall provide a qualified factory authorized service representative (not a salesman) to provide training for operators, mechanics, and parts personnel. This training (not a sales presentation) shall consist of hands-on operation, safety, service and adjustments for the operators; mechanical repair and adjustment specifications for the shop and field mechanics; parts manual orientation, nomenclature and ordering procedures for parts personnel. It shall also cover lubrication and servicing using Division of Equipment lubrication

products. This lubrication product information will be provided to the supplier by the Division of Equipment Lubrication and Research Branch at (916) 227-9646.

A training plan outline, containing at least all of the subjects listed above, shall be submitted for approval within 30 days after receipt of the order (ARO) to the Division of Equipment Training Coordinator at (916) 227-9665.

The training shall be provided at the Caltrans Equipment Shop(s) specified in the Invitation for Bid. This training shall be for one (1) 8-hour day (or longer as the supplier or State deems necessary), and the date(s) of the training will be arranged by the Division of Equipment Training Coordinator (916) 227-9665. The full cost of this service shall be included in the bid. All training shall be accomplished within 45 days of acceptance and receipt of the unit at the shop indicated on the Invitation for Bid unless otherwise mutually agreed to between the supplier and the Division of Equipment Training Coordinator.

6. SERVICE REPRESENTATIVE: The supplier, at his expense, shall provide a qualified factory authorized service representative to be in attendance at the purchase order delivery site to make any necessary adjustments to the units and to give instructions to the equipment receiving inspectors to assure correct operation of the units supplied. The supplier shall supply the service representative for one (1) 8-hour day at the delivery destination. The cost for this service shall be included in the bid.
7. WORKMANSHIP: The equipment and any accessories shall be a product of good workmanship and shall be free from any defects that will affect their appearance or serviceability.
8. IN-PROCESS REVIEW: The unit(s) may require an in-process review to verify timely progress of the unit(s), and to resolve any technical issues that may arise. If there are any questions regarding the intent of the specifications or drawings, call the "Specification Engineer" as indicated on the Contact Information page provided with the Purchase Order. The necessity for an in-process review will be determined by the State, and will be coordinated by the Specification Engineer. Any in-process review conducted within the State of California will be at State expense and will not constitute acceptance of the unit(s).
9. INSPECTION: This order will require a two (2) phase inspection process. For all inspections the unit(s) will be serviced, washed and ready for, as applicable, inspection or delivery. Inspections will begin within ten (10) working days from the date of the inspection request by the supplier. It is the supplier's responsibility to contact the Equipment Parts Coordinator at (916) 227-9636 for inspections. All Pre-delivery Inspection(s) shall be conducted at the same location.

FIRST PHASE (PRE-DELIVERY INSPECTION): In accordance with the State

Administrative Manual, Section 4113 and the Caltrans inspection program, each unit will be inspected prior to shipment to the destination on the purchase order. This inspection trip(s) shall be State financed at no cost to the supplier.

Arrangements for pre-delivery inspections shall be made only when multiple units are complete. Each unit shall be identified with the applicable Purchase Order and Line Item. The vendor shall receive a copy of the inspection report within 4 working days of the inspection indicating that the first unit is either acceptable or not acceptable. Unacceptable or non-compliant items will be listed on the report. If late delivery charges accrue, the vendor will not be held responsible for those days from the request of the inspection to the receipt of the inspection report. If corrections are needed as a result of the inspection, the corrections shall be made prior to shipment to the purchase order destination. Authorization to deliver unit(s) must be granted by the Department of Transportation, Division of Equipment, and Quality Assurance Section.

If additional interim inspections are required, such inspection trips shall be at the expense of the supplier at \$75.00 per hour (including travel time) and all expenses (meals, lodging, and cost of transportation). Travel expenses will be documented on State of California, Department of Transportation, Travel Expense Claim Form, and FA302. These fees may be deducted from the invoice.

PRE-DELIVERY INSPECTION LOCATION: The inspections shall be conducted by the Department of Transportation, Division of Equipment, and Quality Assurance. These inspections shall take place at an adequate site provided by the vendor within the State of California. The inspection site shall meet all of the following criteria:

- a. The site shall not be the Purchase Order delivery destination. The site shall be paved, secure and zoned for commercial use.
- b. The site shall include electricity, lights, water, compressed air and a secure paved lot. The facilities shall also include lift equipment adequate to raise the units and support them on safety stands with a minimum of 12 inches of tire clearance. The supplier shall provide conditions which meet the safety standards of CAL-OSHA and Title 8 of the California Code of Regulations.
- c. The adequacy of the site shall be determined by the Department of Transportation, Division of Equipment, and Quality Assurance Section. Contact the Quality Assurance Chief at (916) 227-9709 for approval.
- d. If the facility is deemed unacceptable by the Department of Transportation, Division of Equipment, Quality Assurance Section, the vendor shall be billed for the inspection trip including wages and

expenses. This cost shall be deducted from the purchase order payment.

SECOND PHASE (FINAL INSPECTION): Each unit will have a final inspection at its delivery destination shown on the Purchase Order to verify acceptability. The State will have five (5) working days after delivery of a unit to conduct the final inspection of said unit. Units delivered to the final Purchase Order destination will be accepted only when all Purchase Order requirements have been met, any shipping damages have been corrected, and all required documents are received by the Department of Transportation, Division of Equipment, and Equipment Receiving. These documents include, as applicable, the invoice, vehicle registration documents, parts book, operator's manuals, service manuals, lubrication instructions and charts, warranty information, certifications, questionnaires, etc. Units which are not accepted by the delivery date on the Purchase Order will be considered delivered late.

If the supplier receives notice that the unit(s) is not acceptable, whether written or oral, the unit(s) shipped to the Purchase Order destination shall be removed within seven (7) calendar days. If the supplier fails to remove said unit(s) from the State's facilities within the specified period, the State may forward said unit(s) to the supplier by common carrier at the supplier's expense and risk.

10. **OUT OF STATE TRAVEL:** *If the supplier's inspection facility is not within the State of California*, the bidder should include in the bid price all expenses as listed below for inspection trip(s) for each person (typically 2 persons) as outlined in the inspection section of the specifications and as follows:

- Airlines and vehicle reservations will be made through the State of California automated reservation system (RESX).
- State employees assigned to travel will submit a Travel Expense Claim (TEC) to cover expenses for lodging, meals, per diem, incidentals; and, ground transportation including mileage, tolls, parking, etc. to and from the airport at Sacramento, California, for each full workday at the supplier's designated facility. Expenses will be charged in accordance with Caltrans Division of Accounting, Travel Reimbursement Guidelines as shown on <http://dot.ca.gov/hq/asc/travel/ch3.htm>. Travel expenses will be recorded in the State Accounting System as expenditure to Caltrans Equipment Program.
- Caltrans Division of Accounting will set up an Accounts Receivable to bill the Purchase Order holder after the TEC submitted by employee has been processed.
- After the supplier or manufacturer pays the bill, the Caltrans Division of Accounting will abate the recorded expenditures.
- All references to "inspection trip(s) shall be State financed at no cost to the supplier" shall be superseded for the above mentioned expenses when out of state travel is requested by the vendor.

The supplier shall receive a copy of the inspection report within 4 working days of the inspection. Unacceptable or noncompliant items will be listed on the report. If late delivery charges accrue, the vendor will not be held responsible for days in excess of the specified inspection report return period from the end of the inspection to the receipt of the inspection report.

If additional interim inspections are required, such inspection trips shall be at the expense of the supplier at \$75.00 per hour (including travel time) for each employee in addition to the above mentioned Out Of State Travel Expenses.

The State's internal Out of State approval process takes approximately 2-4 weeks for approval. The successful Bidder should plan on submitting an official Out of State request to the Equipment Receiving Manager, in a timely manner, to insure the synchronization of the State approval with the corresponding inspection date. This process must be performed for each out of state inspection requested. The number and type of inspections are detailed in the inspection section of this specification. Inspections will begin within ten (10) working days from the date of the out of state inspection approval.

NOTE: The State will not be held responsible for delivery delays if the successful bidder does not initiate the Out of State travel request in a timely manner, as mentioned above.

11. **DELIVERY:** Inspection, delivery, and final acceptance of all units on the Purchase Order shall be within 120 calendar days after the Purchase Order date. Contact the State of California, Department of Transportation, Division of Equipment, and Equipment Parts Coordinator at (916) 227-9636 for delivery.

Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for faulty design, workmanship, or materials appearing even after final payment have been made.

12. **LATE DELIVERY CHARGES:** The parties to this agreement acknowledge that the State shall incur actual damages should the supplier fail to perform the work as called out in the contract and specification on the dates set forth herein. The parties, therefore, have agreed to late delivery charges in the amount of \$25.00 per unit per work day.

Workdays are Monday through Friday inclusive, except State holidays observed Monday through Friday inclusive.

The parties also agree that the amount specified is not unreasonable nor punitive in nature because both parties have carefully considered the amount specified and believe it to be a reasonable estimate, and not excessive at the time the purchase order is entered into.

It is, therefore agreed, that the supplier will pay the State of California the sum of \$25.00 per unit per work day (as stated above) for each work day the work remains uncompleted or unaccepted by the State, provided the total late delivery charges assessed against supplier shall in no event exceed twenty-five percent (25%) of the total value of the entire order, and the supplier agrees to pay said damages as herein provided. In the event such damages are not paid, the supplier agrees that the State may deduct the amount thereof from any monies due or that may become due said supplier.

13. PAYMENT: Process for payment will be initiated on a weekly basis for minimum groups or blocks of five (5) units received and deemed acceptable. Discounts offered will start on each group or block of payment units as each group or block of payment units are received and deemed acceptable. The final payment will be for a minimum of five (5) units.
14. QUESTIONNAIRE: The attached questionnaire shall be filled out and will become a part of each bid submitted. Any portion of the questionnaire which is not applicable to the equipment shall be shown as N/A (not applicable).

Unless otherwise stated in the purchase order, the requirements of the written purchase order specification shall have precedence over the completed questionnaire; and the completed questionnaire shall have precedence over standard factory specifications or literature.

15. GENERAL: One (1) complete set of additional filters (air, oil, water, fuel, hydraulic, etc.) shall be supplied with the first unit delivered. This additional set of filters shall be as recommended by the manufacturer and shall be complete with the appropriate part numbers for identification.

Each unit and any accessory shall be delivered completely assembled and ready to operate.

No exceptions to the specifications will be allowed unless the exceptions are listed on the purchase order or subsequent addenda.

The component parts of the unit shall be new and of proper size and design to safely withstand the maximum stresses imposed.

The manufacturer's torque rating of each driven part shall be equal to or exceed the torque rating of its driving member.

Complete printed specifications, published literature, and photos or illustrations of unit or units that the bidder proposes to furnish shall be supplied upon request.

All equipment and accessories cataloged as standard, unless superseded by these specifications, are to be furnished and included in purchase price of this unit.

Bids will be considered only on equipment represented by a supplier capable of providing adequate repair parts, warranty, technical assistance, and training in the United States as of the bid opening date. The supplier shall be capable of supplying repair parts to Caltrans within five (5) working days after a purchase order for parts is submitted to the supplier, whether by phone, fax, or mail. Bidders may be required to provide documentation supporting this requirement prior to award of the contract.

Suppliers shall be the equipment manufacturer, an authorized factory dealer or representative thereof, or shall have authorization from the equipment manufacturer or authorized factory dealer to solicit the equipment bid. The bidder shall be capable of providing parts, service, warranty, and training for the equipment bid as specified herein. If the bidder cannot provide these items for the equipment bid, the equipment manufacturer or an authorized factory dealer may provide these items for the bidder. Upon request, the signed agreement between the bidder and the equipment manufacturer or authorized factory dealer, stating who will be responsible for providing parts, service, warranty, and training for the equipment bid, shall be provided to the State.

Bids will not be considered if supplier's designated f.o.b. delivery destination is other than the delivery address stated in the invitation to bid.

Only new models in current production, which are cataloged by the manufacturer and for which manufacturer's published literature and printed specifications are currently available, will be considered. Special options may be included only when recommended by the manufacturer of the unit and approved by the engineer in writing.

All equipment/options are to be factory installed. If the equipment/options are not available factory installed, dealer installed equipment/options may be acceptable. The bidder is to specify those items that will be dealer installed.

The State reserves the right to amend the contract within the scope of the original bid to cover: unanticipated work or the addition of options priced in the awarded Purchase Order. The bid may be amended for additional labor at the published flat rate where applicable.

The State reserves the right to purchase a minimum of one (1) additional unit, or up to an additional 25% of the quantity on the Purchase Order, at bid prices, for State Agencies and California Local Government Agencies. Orders for such additional units shall be placed within 180 days of bid award date.

AFTER PURCHASE ORDER AWARD CONTACT INFORMATION		
Administrative questions, first inspection request, payment...	Shipping and Receiving Division of Equipment	916-227-9636
Technical questions, equivalent parts, print discrepancies, spec interpretation.	ALEX GUTIERREZ Specification Engineer	916-227-9638
Follow up inspections, scheduling after inspection request, copy of inspection report.	ROSS SNYDER Quality Assurance	916-227-9709
Establish training plan.	MIKE TANNER	916-227-9695
Warranty questions.	HAROLD THOMPSON	916-227-9724

State of California
California Department of Transportation - Division of Equipment
INVITATION FOR BID ADDENDUM 1



BID DUE DATE: 12-03-2009		Responses must be delivered to the Division of Equipment before 2:00 P.M. on the due date.		
BID OPENING: 2:15 pm				
Supplier name and address: ▶		SOLICITATION NO. 5563	REV	Date 11-17-09
Contact: Phone: Name (Print): ▶		_____ % CASH DISCOUNT FOR PAYMENT WITHIN _____ DAYS. SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30.		
		For further information, contact: ▶ Jim Ely Phone: (916) 227-5136		
Title: ▶		SHIP TO: AS SPECIFIED BELOW		
		Return bid to: DEPT. OF TRANSPORTATION Division of Equipment Lobby / Receptionist *34th Street & Stockton Blvd. P.O. Box 160048 Sacramento, CA 95816 *(UPS, FEDEX, etc. use: 3400 S. Street)		
Signature: —		Date: ▶	DELIVERY DATE: 120 ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? Yes ☐ No ☐ IF YES, MANUFACTURER? Yes ☐ No ☐ ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? Yes ☐ No ☐ SECTION 14835 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS OR BIDDERS WHO QUALIFY AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION. FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 1896 ET SEQ. THE VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE.	
Telephone Number: ▶ ()		FAX Number: ▶ ()		
Federal Employer Identification Number ▶				
Bidder offers and agrees if this response is accepted within 45 calendar days from the date of opening to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY: By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 43 of the General Provisions is true and correct. (3) If a claim is made for the Small Business preference, the information set forth within is true and correct. REV. 01/06/09				
RESPONSIBLE BIDDER: The Department of Transportation may require Bidder(s) to submit evidence of their qualifications at such times, and under conditions, as it may require. The question whether a particular bidder is a responsible Bidder involves an evaluation of the Bidders experience, Facilities, Reputation, Financial resources, and other factors existing at the time of contract award. Being placed on the State Bid List, shall not foreclose the State from determining that the Bidder is not a responsible Bidder. If determined to be not a responsible Bidder, your bid will be rejected.				
INQUIRIES/QUESTIONS of the solicitations administrative or technical requirements are to be in written form and will be accepted up to 4:00 PM on November 30, 2009 when mailed to P.O. BOX 160048 Sacramento, Ca 95816 or faxed to (916) 227-9655 ATTN: Only inquiries to: Jim Ely the Buyer will be answered. SOLICITATION NUMBER. Must appear on the outside of the envelope of your bid return.				

IMPORTANT: Read attached General Provisions carefully before bidding.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF EQUIPMENT

INVITATION FOR BID CONTINUATION

Supplier Name: _____

SOLICITATION NO.

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REV.

ITEM NO.	QTY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA	3895-152-0524-5	Paver, Asphalt, Self-Propelled in accordance with State of California specification number: 45501-231-091 <u>WAS</u> 3. <u>ENGINE</u> d Key ignition to start and shut off engine. <u>IS</u> 3. <u>ENGINE</u> d Electric start and shutoff shall be secured. <u>WAS</u> 9. <u>ELECTRICAL SYSTEM</u> The electrical operational system shall be 24-volts. <u>IS</u> 9. <u>ELECTRICAL SYSTEM</u> The electrical operational system shall be 24-volts or 12-volt. <u>WAS</u> 12. <u>SCREED</u> The screed heating system shall consist of a generator mounted on the tractor and no less than 8, blade type, electric heating elements to insure even heat distribution over both the main and extension screeds; the entire width of the screed and it's extensions shall be heated. The system shall be thermostatically controlled to insure that the system can be run continuously without risk of screed plate damage. The screed design shall be such that the heating elements may be replaced without removing the main screed plate. <u>IS</u> 12. <u>SCREED</u> The screed heating system shall consist of a generator mounted on the tractor or screed, and no less than 8, blade type, electric heating elements to insure even heat distribution over both the main and extension screeds; the entire width of the screed and it's extensions shall be heated. The system shall be thermostatically controlled to insure that the system can be run continuously without risk of screed plate damage.	\$ _____	\$ _____
Proposed Brand: _____						
Model: _____						
				Total Price: \$ _____		

IMPORTANT: Read attached General Provisions carefully before bidding.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF EQUIPMENT

**INVITATION FOR BID
CONTINUATION**

Supplier Name:

SOLICITATION NO.

5563

REV.

ITEM NO.	QTY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION
				<u>WAS</u>	\$ _____	\$ _____
				19. <u>NOISE:</u> Noise emitted by each unit delivered in compliance with these specifications shall comply with all California and Federal laws or regulations pertaining to maximum allowable emission of noise both inside and outside the operator's cab. In no event shall the noise emitted be greater than 90 dB(A). The vendor may submit documentation to demonstrate compliance with this requirement. The sound level reading will be taken with the equipment unit stationary after the unit has been warmed up for 15 minutes. The reading will be taken with the engine operating at full governed RPM and as applicable, with both side doors or one (1) door and window on opposite side open, one (1) man in the cab with the meter near center of cab about two (2) feet below the roof and twelve inches from the operator's ear. All non-propulsion operating controls may be randomly actuated throughout the		
				<u>IS</u> 19. <u>NOISE:</u> Noise emitted by each unit delivered in compliance with these specifications shall comply with all California and Federal laws or regulations pertaining to maximum allowable emission of noise at the operator's station. In no event shall the noise emitted be greater than 90 dB(A). The vendor may submit documentation to demonstrate compliance with this requirement. The sound level reading will be taken with the equipment unit stationary after the unit has been warmed up for 15 minutes. The reading will be taken with the engine operating at full governed RPM, one (1) man in the operator's seat with the meter about twelve inches from the operator's ear. All non-propulsion operating controls may be randomly actuated throughout the test.		
				<u>WAS</u> 20. <u>HYDRAULIC LINES AND FITTINGS:</u> Hydraulic fittings on high pressure lines shall be the <u>swivel</u> type, steel or stainless steel, and shall be 37° JIC, NPT, SAE "O" Ring Boss, or SAE "O" Ring Flange. Fittings shall be of the proper size to match the hydraulic line to which they attach. No welding of fittings will be allowed. Compression type fittings shall not be used in the system. All threads shall be North American or Japanese Metric type threads. <u>NOTE:</u> Thread types shall not be mixed on the unit (i.e. thread types shall be all American or all Metric).		
				<u>IS</u> 20. <u>HYDRAULIC LINES AND FITTINGS:</u> Hydraulic fittings on high pressure lines shall be the <u>swivel</u> type, steel or stainless steel, and shall be 37° JIC, NPT, SAE "O" Ring Boss, or SAE "O" Ring Flange. Fittings shall be of the proper size to match the hydraulic line to which they attach. No welding of fittings will be allowed. Compression type fittings shall not be used in the system. All threads shall be North American or Japanese Metric type threads		

IMPORTANT: Read attached General Provisions carefully before bidding.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
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INVITATION FOR BID CONTINUATION

Supplier Name:

SOLICITATION NO.

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DELIVERY: Final delivery, inspection and acceptance shall be at the DIVISION OF EQUIPMENT, Equipment Receiving, 1920 35TH Street, Sacramento, Ca 95816. Unless specified differently in the Invitation for bid.

IMPORTANT NOTE: The attached General Provisions have recently been revised and additionally include revised Bidder Instructions. Please read the revised General Provisions carefully.

PLEASE NOTE:

Only bids quoted on the State's own bid forms will be considered. Bids shall be submitted in a sealed package **with the solicitation number, including the due date and time, on the outside of the package.**

Bids submitted referencing vendor attachments, which include legal terms, and condition that conflict with the State's general bid provisions, shall be considered non-responsive and such bids shall be rejected.

NOTE: For the purposes of this bid, award will be made on an "All or None" basis.
Cash Discounts will not be considered in evaluating offers for award purposes. (SEE **Section 5** of the Bidder Instructions).

For the purposes of this bid, only bids quoted F.O.B Destination will be accepted.

TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or goods supplied to the State pursuant to this contract.

LATE DELIVERY CHARGES: This bid contains a "LATE DELIVERY CHARGE" clause. See attached specification, ADMIN. Pg **8-9**, Section **12**.

All equipment is to be new and latest model in current production. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

SUBMISSION OF FACSIMILE (FAX) BIDS:

Facsimile machine (fax) bids will be considered only if they are sent to (916) 227-9655. Bids sent to any other fax number will not be considered. To be considered, all pages of a faxed bid must be completely received prior to the bid due date and time specified in this solicitation. Please be advised that there is a heavy demand placed on the fax machine receiving bids, and the State assumes no responsibility if a bidder cannot transmit their bid via fax, or if the entire bid is not received prior to the bid due date and time.

SMALL BUSINESS PREFERENCE:

Bidders claiming the small business preference must be certified as a small business. Certification must be obtained no later than 5:00 p.m. on the bid opening date.

Questions regarding certification should be directed to the Office of Small Business Certification Resources at (916) 323-5478, Internet Address <http://www.pd.dgs.ca.gov/smbus/default.htm>

RECYCLED CONTENT PRODUCTS:

State agencies are required to report purchases in many product categories. In order to comply with those requirements, contractors are required to complete and return the attached Recycled Content Certification form with your bid. Failure to complete and return the form may disqualify your bid from consideration as the lowest responsible bidder.

Suppliers offering a product meeting the requirement of a recycled content product will receive a preference as follows: fine printing and writing papers receive a 10% preference, other paper products receive a 5% preference and tire-derived products receive a 5% preference.

IMPORTANT: Read attached General Provisions carefully before bidding.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
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INVITATION FOR BID CONTINUATION

Supplier Name: _____

SOLICITATION NO.

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REV.

DISABLED VETERAN BUSINESS ENTERPRISES (DVBE):

The state has established goals for Disabled Veteran Business Enterprises (DVBE) participating in state contracts. Bidders that qualify as a DVBE are requested to complete the following:

Firm Name: _____

Authorized Signature: _____

Typed or Printed Name of Person Signing: _____

Title: _____

Please enclose a copy of your DVBE certification from the Office of Small Business Certification and Resources

The Procurement Division also needs information on all contracts with DVBE sub contractor's participation. If awarded this contract, please list any participation for the DVBE subcontractor.

Firm Name \$ Amount

Firm Name \$ Amount

Firm Name \$ Amount

Please enclose a copy of the DVBE sub-contractors certification from the Office of Small Business and DVBE Certification (OSDC).

THE FOLLOWING ATTACHED DOCUMENTS ARE PART OF THIS SOLICITATION::

- | | |
|--|--|
| 1. SPECIFICATIONS | 7. GENERAL PROVISIONS |
| 2. OPTIONS | 8. RECYCLED CONTENT CERTIFICATION |
| ✓ 3. QUESTIONNAIRE | 9. EXTENDED WARRANTY |
| ✓ 4. CALTRANS IN-SHOP WARRANTY AGREEMENT | 10. TACPA/LAMBRA/EZA |
| 5. DRAWINGS | 11. BIDDERS DECLARATION |
| 6. BIDDERS INSTRUCTIONS | 12. MANUFACTURERS SUMMARY |
| | ✓ 13. DARFUR CONTRACTING ACT ATTACHMENT X |

PLEASE NOTE THAT CHECKED ITEMS MUST BE RETURNED WITH YOUR BID OR YOUR BID COULD BE CONSIDERED FOR REJECTION.

VENDOR DATA RECORD: The successful bidder will be required to submit a Form Std. 204, Payee Data Record, listing their Taxpayer Identification Number.

Bidders (offering other than the referenced brands) are requested to forward complete descriptive literature with the bid and are to note their brand name and catalog or model number. Descriptive literature shall be annotated to specify the applicable page, brand, model and item (s).

FAILURE TO SUBMIT LITERATURE MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIBLE AND NOT ACCEPTABLE.

Federal Excise Tax Exemption Certificate will be attached to purchase order.

SPECIFICATION COMPLIANCE QUESTIONNAIRE

The bidder must indicate below if the product or products offered on this bid comply in all respects with the attached specifications.

YES _____ NO _____

If the bidder has indicated that the product offered does not comply in all respects with the attached specifications, he/she is to list below, in detail, any and all deviations from the specifications.

List Deviations below: (attach additional sheets as required)

IMPORTANT: Read attached General Provisions carefully before bidding.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF EQUIPMENT

INVITATION FOR BID CONTINUATION

Supplier Name: _____

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REV.

REVISED SMALL BUSINESS REGULATIONS:

The small business regulations, located at 2 CCR 1896 at seq., concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). Access the regulations by clicking on "small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

NEW NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:

A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

ATTACHMENT WITH BID REQUIRED IF CLAIMING NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:

If claiming the non-small business subcontractor preference, the bid response must include a list of the small business (es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following:

1) Subcontractor name, 2) Address, 3) Phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

SMALL BUSINESS PREFERENCES:

Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 P.M. on the bid due date, and the OSDC must be able to approve the application as submitted.

Questions regarding certification should be directed to the OSDC at (916) 375-4940.

LEGISLATION REQUIREMENTS:

- 1) In accordance with Senate Bill 1009, you must provide you company's California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code. In order to expedite the process of verifying the validity of the permit, provide the BOE permit number in the space provided below

Retailer's Seller's Permit Number: _____

- 2) If applicable, please note that award will be conditional on providing the following documents prior to award:

If your firm is a certified California small business, in accordance with Assembly Bill 669, your company must address specific aspects of the Legislation that requires certified small businesses to perform a commercially useful function as defined by Government Code Section 14837, 14838.6, 14839, 14842 and 14842.5. Therefore, you must provide written documentation that:

- a) Your company is responsible for the execution of a distinct element of the work of the contract.
- b) You carry out its obligation by actually performing, managing, or supervising the work involved.
- c) Performs work that is normal for your business services and functions.
- d) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- e) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or micro business participation. Provide proof that this statement does not pertain to your company's potential involvement in this procurement.

IMPORTANT: Read attached General Provisions carefully before bidding.

Question and Answers for Bid #32-12-5563 - Paver

OVERALL BID QUESTIONS

There are no questions associated with this bid.

Question Deadline: Nov 16, 2009 4:00:00 PM PST