

Solicitation 1410-001

TONER, REMANUFACTURED

Bid designation: Public

State of California

Bid 1410-001 TONER, REMANUFACTURED

Bid Number **1410-001**
Bid Title **TONER, REMANUFACTURED**
Expected Expenditure **\$0.0001** (This price is expected - not guaranteed)

Bid Start Date **Oct 30, 2014 2:38:18 PM PDT**
Bid End Date **Nov 21, 2014 2:00:00 PM PST**

Bid Contact **Carol Bangs**
916-375-4540
carol.bangs@dgs.ca.gov

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

Description

This solicitation covers the estimated three (3) year requirements of the State of California for TONER & INK CARTRIDGES, REMANUFACTURED. The contract resulting from this solicitation will be mandatory for all State of California Departments and available for use by participating local agencies.

The term of the contract resulting from this solicitation will be for three (3) years. The contract will contain two (2) extension option(s) for one (1) year or portion thereof. If a mutual agreement for a contract extension cannot be met, the contract may be terminated at the end of the current contract term and/or contract extension(s).

In accordance with Public Contract Code (PCC), Section 12156, all bidders are hereby notified that it is unlawful to prohibit a printer or duplication cartridge that is sold to the state from being recycled or remanufactured, except as specified in subdivision (b).

Any contract resulting from this solicitation will not be in conflict with remanufactured toner/ink cartridge line items offered Prison Industry Authority (PIA). Line items available from PIA will not be available on any contract resulting from this solicitation.

IMPORTANT NOTICE TO ALL BIDDERS

Solicitation No. IFB DGS 1410-001

This solicitation/acquisition is being conducted under Public Contract Code § 12125, et seq., the Alternative Protest Process.

Submission of a bid constitutes consent of the bidder for participation in the Alternative Protest Process.

Any protests filed in relation to the proposed contract award shall be conducted under the procedures in this document for the Alternative Protest Process.

Any bidder wishing to protest the proposed award of this solicitation must submit a written Notice of Intent to Protest (facsimile acceptable) to the Coordinator before the close of business on the last day of the protest period, which will be established in the Notice of Intent to Award. Failure to submit a timely, written Notice of Intent to Protest waives the bidder's right to protest.

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Voice: 916 / 375-4587
Fax: 916 / 375-4611

Rev. 11/10

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES – PROCUREMENT DIVISION



Invitation For Bid

| | | | | | |
|---|--|--|--|---------------------------|---|
| DUE DATE 11/21/2014 | | Responses must be delivered to the Procurement Division before 2:00 PM on the Due Date | | | |
| SUPPLIER NAME AND ADDRESS | | SOLICITATION NO. IFB DGS 1410-001 | REV. | DATE 10/30/2014 | PAGE 1 of 21 |
| | | ___ % CASH DISCOUNT FOR PAYMENT WITHIN ___ DAYS SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30. | SHIP TO: As Specified | | ARE YOU CLAIMING PREFERENCE AS A CALIFORNIA CERTIFIED SMALL BUSINESS? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, MANUFACTURER? YES <input type="checkbox"/> NO <input type="checkbox"/> ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? YES <input type="checkbox"/> NO <input type="checkbox"/> |
| SUPPLIER CONTACT: | | RETURN TO: DGS/PROCUREMENT DIVISION Attn: Bid Room (IFB #1410-001) 707 3rd Street, 2nd Floor West Sacramento, CA 95605 | | | FOR FURTHER INFORMATION, CONTACT: BUYER: Carol Bangs PHONE: (916) 375-4540 EMAIL: carol.bangs@dgs.ca.gov |
| NAME (PRINT) | | | | | |
| TITLE | | 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 REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE | | | |
| SIGNATURE | | | | | |
| DATE | | | | | |
| PHONE | | | | | |
| EMAIL | | | | | |
| 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 of 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 above 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. | | | | | |

(75-60) PD Reference Only

**IFB DGS 1410-001
TONER & INK CARTRIDGES, REMANUFACTURED**

1. SCOPE

This solicitation covers the estimated three (3) year requirements of the State of California for TONER & INK CARTRIDGES, REMANUFACTURED. The contract resulting from this solicitation will be mandatory for all State of California Departments and available for use by participating local agencies.

The term of the contract resulting from this solicitation will be for three (3) years. The contract will contain two (2) extension option(s) for one (1) year or portion thereof. If a mutual agreement for a contract extension cannot be met, the contract may be terminated at the end of the current contract term and/or contract extension(s).

2. NO RESTRICTIONS ON RECYCLING/REMANUFACTURING

In accordance with Public Contract Code (PCC), Section 12156, all bidders are hereby notified that it is unlawful to prohibit a printer or duplication cartridge that is sold to the state from being recycled or remanufactured, except as specified in subdivision (b).

3. NO PRISON INDUSTRY AUTHORITY (PIA) CONFLICT

Any contract resulting from this solicitation will not be in conflict with remanufactured toner/ink cartridge line items offered Prison Industry Authority (PIA). Line items available from PIA will not be available on any contract resulting from this solicitation.

4. CURRENT CONTRACT

The historical value is approximately \$1,300,000.00. This value is based on a three (3) year average of expenditures from the current mandatory statewide contract number 1-11-75-60B, for TONER & INK CARTRIDGES, REMANUFACTURED.

5. QUANTITIES

Quantities shown for each line item on Attachment 1 – Pricing Worksheet are estimations for evaluation purposes only. The estimated quantities are based upon anticipated purchasing for a three (3) year period. Actual purchasing may vary from this pattern. The State will not guarantee that these quantities will be purchased. Consequently, there is no guaranteed dollar value for this contract. The State will not be obligated to purchase contractor's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in this solicitation.

6. BIDDER QUESTIONS

All bidders are encouraged to carefully review all pages of this solicitation. All questions, comments, and concerns should be immediately directed to the buyer in writing within at least four (4) working days prior to bid due date. All questions and/or concerns should be sent via fax to 916-375-4613 or emailed to carol.bangs@dgs.ca.gov.

Any bidder's failure to raise concerns, in writing, related to the solicitation requirements or failure to report an incorrect referenced internet link within at least four (4) working days prior to the bid due date will be deemed a waiver of the bidder's right to protest any decision for contract award relating to the solicitation requirements.

7. CLARIFYING INFORMATION

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit requested information may result in your bid being considered non-responsive.

8. STATE OF CALIFORNIA ENVIRONMENTALLY PREFERABLE PURCHASING (EPP)

The State of California, Department of General Services, Procurement Division (DGS PD) is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by the California Public Contract Code (PCC), Chapter 6, Sections 12400-12404, and supported by the Governor's Executive Order B-18-12. By signing the Completed Bid Response form, the bidder is certifying that the products or services offered under this solicitation are in compliance with PCC section 12404.

The law requires "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods and services that serve the same purpose". Also, the procurement process must consider, to the extent feasible, the product's associated impacts from the product's raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, and safety as well as the needs of the purchaser, and cost.

9. ATTACHMENTS

The following list identifies the applicable documents for this solicitation:

- Attachment 1 – Pricing Worksheet
- Attachment 2 – State of California Bid Specification Number DGS-3650-2991, dated 09/02/14
- Attachment 3 – Contract Reporting Data
- Attachment 4 – Customer Reference Form
- Attachment 5 – Bidder Declaration Form (GSPD-05-105) REV 08/09
- Attachment 6 – California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions REV 09/03/09
- Attachment 7 – Disabled Veteran Business Enterprise (DVBE) Declaration Form (STD. 843) REV 05/06
- Attachment 8 – Commercially Useful Function Worksheet(s)
- Attachment 9 – Sample Certificate of Compliance in Packaging
- Attachment 10 – Post Consumer Recycled Content (PCRC) Certification Workbook (CIWMB 74) REV 04/07
- Attachment 11 – Darfur Contracting Act
- Attachment 12 – Alternative Protest Process Regulations

10. BIDDER INSTRUCTIONS

The Bidder Instructions (rev 11/09/2011) applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/GSPD451-110911.pdf>

11. GENERAL PROVISIONS:

The General Provisions (rev 06/08/2010) applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

12. METHOD OF AWARD

This solicitation shall be awarded on an "All or None" basis to the lowest responsive and responsible bidder meeting all administrative and technical requirements, terms, and conditions of this solicitation.

13. PRICING STRUCTURE

Contract items are categorized under two (2) main categories: Core Items and Non-Core Catalog Items.

- Core Items:
Core line items are defined as high-use REMANUFACTURED TONER/INK CARTRIDGES commonly purchased by the State, based on recent historical data. These items will be available for purchase by ordering agencies at a fixed contract price. The State reserves the right to eliminate any specific line item(s) from the final award.
- Non-Core Catalog Items:
Non-Core catalog items are defined as all REMANUFACTURED TONER/INK CARTRIDGES available in the contractor's commercially available catalog. **Non-Core Catalog Items shall be limited to REMANUFACTURED TONER/INK CARTRIDGES not included as part of the Core Line Items identified in Attachment 1 – Pricing Worksheet).** OEM Toner/Ink Cartridges and other accessories shall not be allowed.

Non-Core Catalog Items shall be available for purchase by ordering agencies at a single Discount off Catalog List Price. The Contractor's discount off list price (quoted on Attachment 1 – Pricing Worksheet, Non-Core Catalog) will be applicable to all Non-Core Catalog Items purchased by the State from the contractor's catalog, except those listed as Core Items. The discount percentage bid shall be a whole number and not containing any numerals after the decimal point (example: 49% is acceptable, 49.3% is not).

14. LINE ITEMS

All products to be offered as part of the contract resulting from this solicitation shall be listed on Attachment 1 – Pricing Worksheet. Bidders are required to provide the following proposed product information for each line item (in the yellow cells provided on Attachment 1):

- Manufacturer Part Number (OEM #)
- Manufacturer (OEM)
- Bidder's product Stock Keeping Unit Number (SKU#)
- Item Description
- Unit of Measure (UOM)
- Quantity in UOM
- List Price/MSRP
- Contract Discount
- Contract Unit Price

Note: Please refer to the Worksheet Key tab for field definitions.

15. SPECIFICATIONS

All products offered must conform to the attached specifications entitled State of California Bid Specification Number DGS-3650-2991, dated 09/02/14.

16. SPECIFICATION COMPLIANCE DOCUMENTATION

The bidder shall provide supporting remanufacturer literature or a letter of compliance from the remanufacturer that ensures specification requirements listed in State of California Bid Specification Number DGS-3650-2991, dated 09/02/14 are met. Failure to provide this documentation may result in your bid being considered non-responsive.

17. FACTORY AUTHORIZED DISTRIBUTOR

All bidders shall be the factory, or a factory authorized distributor, and offer factory or factory authorized service for the products they are offering. The bidder shall provide a Factory Authorization Letter with the bid response or within five (5) working days from receipt of notice from the State. Notice may be made by phone, fax, e-mail, or commercial overnight carrier. If required, the bidder will be given one opportunity to submit the Factory Authorization Letter. Failure to submit requested information will result in your bid being considered non-responsive.

18. SAMPLES

The State may require samples of offered products to aid in its determination of award. The bidder shall provide 15 samples, at no cost to the State, within seven (7) working days from receipt of notice from the State. Notice may be made by phone, fax, e-mail, or commercial overnight carrier. The State will select and notify the bidder(s) of the toner/ink cartridges makes and models. If required, the bidder will be given one opportunity to submit the samples. Failure to submit requested samples will result in your bid being considered non-responsive. The bidder will be given one chance to resubmit samples to validate compliance. Failure to provide compliant product after the one time resubmit will result in the bid being rejected.

19. RANDOM SAMPLE COMPLIANCE REVIEW

The State has the option of randomly sampling offered products after award from any order to ensure compliance to contract requirements. Any products failing random sample review will be replaced by the supplier free of charge and re-evaluated by the State. The State has the option of removing listed line items that fail random sample compliance review. Notice may be made by phone, fax, email, or commercial overnight carrier. Failure to submit requested information may be considered a breach of contract and subject your company to General Provisions paragraph 26 entitled "Rights and Remedies of State for Default".

20. PRICES

All prices shall be noted on Attachment 1 – Pricing Worksheet. Prices shall be all inclusive. Only the prices/charges submitted in the bid response shall be included in the awarded contract. No other fees can be charged to the customer.

Bidders shall submit one (1) hard copy and one (1) electronic copy (on a CD-ROM in Microsoft Excel format) of the completed Attachment 1 – Pricing Worksheet with the bid response. If a discrepancy occurs between the hard copy and the electronic copy, the hard copy will take precedence. Failure to submit the Attachment 1 – Pricing Worksheet with your bid response shall result in your bid being considered non-responsive.

Note: Please refer to the Worksheet Key tab for field definitions and additional completion instructions.

For the purposes of this solicitation only, all bid pricing shall be valid for 90 calendar days after bid opening date. This language hereby supersedes the 45 calendar days as indicated on page 1 of the solicitation.

21. PRICING WORKSHEETS

Attachment 1 – Pricing Worksheet contains the price sheets that the bidders shall use to enter pricing/discounts for this solicitation.

- Core Items / Non-Core Catalog Items
- Key/Definitions (for informational purposes only)

In order to be considered for award, all line items in the Core group and the discount for the Non-Core Catalog in Attachment 1 –Pricing Worksheet must be bid. Please refer to the Worksheet Key tab for field definitions and additional completion instructions.

22. PRICE ADJUSTMENTS

All prices shall be firm fixed for the contract term, including any optional year extensions, unless a price adjustment is granted.

A. Frequency/Guidelines:

Price adjustments will only be acknowledged in accordance with the following guidelines:

1. Price adjustments will not be made during the first year of the contract.
2. Price adjustments after the first year may only be requested no more than once within a 6 month period.

3. Upon approved price adjustment, price adjustments will not be accepted for a period of 6 months from the last approved price adjustment effective date.

Price adjustments may only be requested when the cost of finished products based on the U.S. Bureau of Labor Statistics Product Price Index (PPI) for <http://data.bls.gov/timeseries/wpu06790919> has increased no less than five (5) percent.

4. No price increase/decrease shall apply to quantities ordered from the contract prior to the effective date of the price adjustment. No retroactive contract price adjustments will be allowed.
5. Accepted price adjustments shall be for a minimum period of 6 months from the approved price adjustment effective date.
6. The State reserves the right to decrease prices in the same manner as price increase adjustments.

B. Request Process:

Price adjustment requests will be processed as follows:

1. Any price adjustment request must be in writing and must be received 30 calendar days prior to the requested adjustment date. If a Contractor fails to request a price adjustment 30 calendar days prior to the requested adjustment date, the price adjustment, if accepted, will be effective within 30 calendar days after the State receives the written request.
2. Price adjustments requests must include:
 - a. A copy of the appropriate PPI identified above illustrating the relevant percent increase/decrease.
 - b. An Excel spreadsheet detailing the requested adjustment to the contract line item(s). The spreadsheet should include the Contract Line Item Number (CLIN), current State Contract Price, percent increase/decrease, and adjusted State Contract Price for each contract line item(s).
3. Price adjustment, if granted, will be made in accordance with the percentage change to the appropriate PPI identified above. The percentage difference between: a) the latest final base PPI at the time of contract award, and; b) the latest final PPI issued at the time of the price adjustment request, will determine the maximum allowable adjustment to the current State Contract Price(s). Only final PPI data will be used to adjust contract pricing. PPI data issued by the U.S. Bureau of Labor Statistics may be revised for up to four months after the original release date before being considered final.

Additional price adjustments within the contract term including extensions, if granted, will be made in accordance with the percentage change to the appropriate PPI identified above. The percentage difference between: a) the new base PPI, calculated from the last approved price adjustment effective date, and; b) the latest final PPI issued at the time of the price adjustment request, will determine the maximum allowable adjustment to the current State Contract Price(s).

Upon receipt of such notice, the State reserves the right to:

- a. Accept the adjustment as competitive with the general market price at that time; or
- b. Negotiate proposed price adjustments. Note: The State will notify the Contractor, in writing, its desire to negotiate. The State will have ten (10) working days to complete negotiations; or
- c. Deny adjustment request and continue with current State contract prices; or
- d. Cancel the contract's unpurchased balance without prejudice, effective upon written notice from the State.

Note: If negotiations fail to produce any agreement, the State reserves the right to exercise Options 4a or 4d with an effective date no later than ten (10) working days after unsuccessful negotiation.

C. Price Adjustment Examples:

- 1) After the first year, a price increase is requested for a contract with term of three years.

Price Adjustment Request #1:

| | |
|------------------------------------|----------------------------|
| Contract term: | 9/1/2008 through 8/31/2011 |
| Allowable adjustment period: | 12 months |
| Requested price adjustment period: | 9/1/2009 through 8/31/2011 |
| Minimum % change to PPI: | 2% |

Current State Contract Price to be adjusted: \$1.65/box
 Final base PPI (May 2008): 172.0
 Latest final PPI (May 2009): 175.9

Process:

| Step | Description | Calculation |
|------|---|-------------------------------|
| 1 | Subtract the final base PPI from the latest final PPI. | $175.9 - 172.0 = 3.9$ |
| 2 | Divide the result by the final base PPI: | $3.9 / 172.0 = .022$ |
| 3 | Multiply the result by 100 to obtain % increase/decrease: | $.022 \times 100 = 2.20\%$ |
| 4 | Multiply the current State Contract Price to be adjusted by the % increase/decrease to obtain \$ increase/decrease: | $\$1.65 \times .022 = \$.036$ |
| 5 | Add the \$ increase/decrease to current State Contract Price to be adjusted to obtain adjusted price: | $\$1.65 + \$.036 = \$1.68$ |

Result:

Adjusted price for contract term 9/1/2009 through 8/31/2010 is \$1.68 per box.

- 2) 12 months after the first price increase, a second price increase request is submitted.

Price Adjustment Request #2:

Contract term: 9/1/2008 through 8/31/2011
 Allowable adjustment period: 12 months
 Requested price adjustment period: 9/1/2010 through 8/31/2011
 Minimum % change to PPI: 2%
 Current State Contract Price to be adjusted: \$1.68/box
 Final base PPI (May 2009): 175.9
 Latest final PPI (May 2010): 185.0

Process:

| Step | Description | Calculation |
|------|---|-------------------------------|
| 1 | Subtract the final base PPI from the latest final PPI. | $185.0 - 175.9 = 9.1$ |
| 2 | Divide the result by the final base PPI: | $9.1 / 175.9 = .052$ |
| 3 | Multiply the result by 100 to obtain % increase/decrease: | $.052 \times 100 = 5.20\%$ |
| 4 | Multiply the current State Contract Price to be adjusted by the % increase/decrease to obtain \$ increase/decrease: | $\$1.68 \times .052 = \$.087$ |
| 5 | Add the \$ increase/decrease to current State Contract Price to be adjusted to obtain adjusted price: | $\$1.68 + \$.087 = \$1.76$ |

Result:

Adjusted price for contract term 9/1/2010 through 8/31/2011 is \$1.76 per box.

23. NON CORE CATALOG PRICING ADJUSTMENTS AND APPENDICES

No sooner than 10 months after the start date of the contract, or 10 months after the effective date wherein any price change was granted, the Contractor may request to have the latest commercially available catalog become the new basis of prices. Only one change to catalog prices shall be allowed within a twelve (12) month period after the start date of the contract. Any item(s) offered by the Contractor to the State that are not in the commercially available catalog must be included in an appendix to the catalog. An updated appendix shall be provided to the State on a quarterly basis to reflect additions made to the catalog through the contract year. Additions shall be reviewed and approved by the contract manager prior to inclusion to the catalog. New items and their catalog list prices added to the appendix will become part of the catalog and adhere to the same timeline updating prices as the original catalog and appendix. All discounts for the non-core category basket will remain fixed for the entire term of the contract.

24. PRICE DECLINES

The contractor shall immediately notify the State Contract Administrator of all manufacturers' price declines and the State shall receive full benefit of such declines, effective on the date of manufacturer's public announcement.

25. SALES TAX

Sales tax is not to be included in the bid response or on Attachment 1 – Pricing Worksheet. If awarded the contract, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the product is to be delivered. If Federal Excise Tax applies, bidder shall list the amount and submit information with bid response.

26. MINIMUM ORDER

The minimum order shall be \$100.

27. CONTRACTOR ORDERING INFORMATION

By signing and submitting this solicitation, the bidder agrees to accept orders by facsimile, e-mail or U.S. Mail. Bidders must list below business address, facsimile, and e-mail address to which orders should be sent:

Company Name: _____

Street Address: _____

City, State, and Zip: _____

Telephone Number: () _____

Facsimile Number: () _____

E-Mail Address: _____

Contact (if applicable): _____

28. CONTRACT CATALOGS (FOR USE BY ORDERING AGENCIES)

A. Printed Catalogs:

If printed catalogs are available after award, it is the State's preference that they be printed on Process Chlorine Free (PCF), minimum 30% post-consumer recycled content material. Hard copies of the catalog should be distributed to State employees and local governmental agencies for ordering under this contract only upon written request. These hard copy catalogs shall be distributed at no charge.

B. Electronic Catalog:

The Contractor may provide an electronic catalog or post listing of State contract items. The electronic catalog must be separate from the Contractor's commercially available (i.e. public) on-line catalog and ordering systems and shall contain only the contract line items, authorized catalog items, and pricing as specified in the awarded contract. No other items or pricing may be shown in the electronic catalog without written approval from the State Contract Administrator. If contractor offers an electronic purchasing mechanism the format and documents must be approved by the State Contract Administrator prior to implementation.

1. Electronic Catalog Contents:

If the Contractor provides an electronic catalog, it must contain the following information for each Core and Non Core contract line item:

- Contract Line Item Number (CLIN)
- Contractor's product stock keeping unit number (SKU)
- Complete item description (including, but not limited to, color, size, etc.)
- Manufacturer Name
- Manufacturer Part Number
- Unit of Measure (UOM)
- Quantity in UOM
- Recycle emblem, Post Consumer Recycled Content (PCRC) products containing any PCRC percentage.
- Picture of Item (optional)

2. Maintenance:

Any changes to the electronic catalog must be submitted, in writing, to the State Contract Administrator for review and approval. If, during the life of the contract, a contract product is discontinued, the Contractor shall

provide information to State Contract Administrator in accordance with the IFB Article Product Substitutions/Discontinued Items.

The Contractor shall not remove any State-contracted product from the electronic catalog without prior written notification and approval from the State Contract Administrator.

29. ORDERING PROCEDURE

State departments shall submit a complete Purchasing Authority Purchase Order (STD. 65) directly to the contractor. The Purchasing Authority Purchase Order (STD. 65) shall contain, at a minimum, the following information:

1. Agency Order Number (Purchase Order Number)
2. Purchase Order Date
3. Agency Billing Code
4. Purchasing Authority Number
5. Leveraged Procurement Number (Contract Number)
6. Agency Name
7. Agency Ship to Address
8. Supplier Name
9. Quantity
10. Unit of Measure
11. Description and Contract Line Item Number (CLIN), if applicable
12. Unit Price
13. Extension Price

Local agencies may use their own purchase document. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

The contractor shall not accept incomplete orders from ordering agencies.

30. ORDER RECEIPT CONFIRMATION

The contractor must confirm receipt of the purchase order, either via e-mail or facsimile, within 48 hours of receipt. Order Receipt Confirmation to each ordering agency shall include the following information:

1. Ordering Agency Name
2. Agency Order Number (Purchase Order Number)
3. Description of Goods
4. Total Cost
5. Anticipated Delivery Date
6. Identification of any Out of Stock/Discontinued Items

31. OUT OF STOCK ITEM REMEDY

Upon receipt of order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order.

Under no circumstance is the Contractor permitted to make substitutions without authorization of ordering agency.

32. DELIVERY

Delivery for orders placed against the contract resulting from this solicitation shall be in accordance with the following:

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Delivery of ordered product shall be completed in full within seven (7) working days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

C. **Security Requirements**

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery. Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause your firm to be declared in default of contract requirements.

Note: In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this solicitation. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

33. FREE ON BOARD (F.O.B.) DESTINATION

For the purposes of this solicitation, all prices offered shall be F.O.B. destination; freight prepaid by the Contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

34. DISTRIBUTION PLAN

Bidders are requested to submit a Distribution Plan with their bid response. The Distribution Plan should be the bidder's written plan for distribution of the products. The plan must clearly show distribution from the manufacturer(s) to the end user(s), including all points in between specific to this resulting contract only, and the role that you as the contractor of record will play in the distribution. This plan should clearly identify all parties, including any subcontractor, Disabled Veteran Business Enterprises (DVBE) and/or Small Business (SB) participants, involved in the execution of this contract and their responsibilities.

35. MATERIAL SAFETY DATA SHEET

Products, that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, §339, shall comply with the requirements of Title 8 of the California Code of Regulations including §340, Material Safety Data Sheets (MSDS). The Contractor must provide a Material Safety Data Sheet (MSDS), with all legally required special handling/packaging documentation, to the ordering agency upon delivery of products containing hazardous materials. This information shall also be provided by facsimile or e-mail to any ordering agency upon written request.

36. PACKAGING, PACKING AND MARKING

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at: <http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

37. FLAME RETARDANTS

A product, or a flame-retarded part of a product, containing more than one-tenth of 1 percent of pentabrominated diphenyl ether (pentaBDE) or octabrominated diphenyl ether (octaBDE) cannot be manufactured, processed, or distributed in commerce (Health and Safety Code, Section 108922).

38. CARTIDGE PACKAGING

The term "cartridge packaging" includes, at a minimum, the following:

- Each toner/ink cartridge shall be packaged meeting or exceeding OEM standards.
- Clearly labeled toner/ink cartridge with the manufacturer's name and cartridge model number.
- The toner/ink cartridge shall be placed in an anti-static moisture proof bag, either heat-sealed or zip-locked, and in a protective cradle prior to being packaged in an external carton.
- External carton and packaging of the toner/ink cartridge shall protect the cartridge from damage during shipping.
- Packaging for the toner/ink cartridges shall be constructed to permit users to re-package spent toner/ink cartridges for return.

The external carton or an internal shipping invoice shall identify toner/ink cartridge type (make and model), the Supplier's name, address and telephone number, and the purchase order number. All toner/ink cartridge boxes or internal shipping invoices will also bear the date of manufacture or remanufacture and use by date for shelf life and inventory purposes.

39. TOXICS IN PACKAGING

All packages, packaging components, and packaged retail-ready products offered during the life of the contract must be in full compliance with all requirements of the Toxics in Packaging Prevention Act (Health and Safety Code (HSC), Sections 25214.11-25214.26.) "Package" and "packaging components" are defined in HSC, Section 25214.12. Provisions for exemption from this Act are contained in HSC, Section 25214.14.

Upon request by the State, the awarded supplier shall provide a Certificate of Compliance which covers each type of package, packaging component, or packaged retail-ready product supplied, distributed, or sold under this specification. The certification shall be based either on direct written correspondence from the packaging product manufacturer or from any written advertisement issued by the product manufacturer including, but not limited to, the products label, the manufacturer's catalog, or the manufacturer's or vendor's Internet Website. See Attachment 9 for Sample Certificate of Compliance language.

More information can be found at: <http://www.dtsc.ca.gov/ToxicsInPackaging/index.cfm>.

40. PACKING SLIP

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Line item description
- Quantity ordered
- Quantity included in shipment
- Number of parcels
- Destination
- All information contained on the packing label

41. PRODUCT SUBSTITUTION

The products proposed to meet the requirements of this IFB must be available throughout the duration of the contract term. If, during the life of the contract, a contract product is discontinued, the Contractor shall notify the State Contract Administrator, in writing, and propose a comparable substitute product within 30 calendar days. The State will review the substitute product and determine acceptability.

Note: Pricing for substitute products cannot exceed contract price of item being substituted. Once the substitute product has been approved, the State Contract Administrator will provide written approval to the Contractor to update catalog (electronic and hard copy) information. The Contractor shall not substitute products or modify catalog information without written approval from the State Contract Administrator.

42. RETURN POLICY

Bidder must agree to accept all products for return at no cost to the State within 30 calendar days of delivery, and credit the customer in full.

Note: Products returned for credit should be in the packaging as delivered and include all documentation. All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail.

43. CREDIT POLICY

The Contractor shall provide credit for the following items:

- Items shipped in error
- Items that are returned within 30 calendar days of delivery
- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. Contractor cannot require the ordering agency to deal directly with the manufacturer.

44. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within 30 calendar days of delivery
- Items that are returned, but exchanged for other items

Re-stocking fees for all other reasons can be no greater than ten percent (10%) of the value of the items needing re-stocking.

45. WARRANTY

All toner/ink cartridges shall have a warranty against defects in material and workmanship for a minimum of one (1) year from the date of order. If the manufacture offers a longer warranty period then the state accepts the longer warranty. If the product's warranty extends beyond the term of the contract, the supplier must agree to provide warranty services throughout the life of the warranty.

46. DEFECTIVE CARTRIDGES

- A. All toner/ink cartridges, shall perform to the manufacturer's (OEM) specifications. The toner/ink cartridge shall equal or exceed the yield of the manufacturer's (OEM) specification.
- B. Any toner/ink cartridge found defective, shall be replaced free of charge regardless of the amount of toner or ink remaining in the cartridge.
- C. Defective toner/ink cartridges shall be replaced or monies refunded within five (5) calendar days after the Contractor is notified. Ordering agency shall determine which remedy is preferred.
- D. If problems occur with a device due to a Contractor's defective toner/ink cartridge, the Contractor shall provide reimbursement to the State for any service performed on a device damaged due to the Contractor's defective toner/ink cartridge.
- E. All defective toner/ink cartridges will be returned to the Contractor at the Contractor's expense. The Contractor shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the location of toner/ink cartridge delivery.
- F. Replacement toner/ink cartridges shall be properly marked as replacements and identified by the purchase order number.

If the State has continued uncorrected problems with a particular model, or if there are page yields consistently below OEM standards or approved manufactured toner/ink cartridge industry standards, the State may cancel the toner/ink cartridge model from the contract and/or the contract in its entirety.

47. FAILURE RATE

Failure rate for any Toner/Ink cartridge shall not exceed 3% throughout the contract life.

- Bidder shall provide documentation indicating the current and expected failure rate of the toner/ink cartridges as the initial baseline. Documentation may be provided at the time of bid or within 5 days of the State's request. Notice may be made by phone, fax, email, or commercial overnight carrier. If required, the bidder(s) will be given one opportunity to submit the documentation. Failure to submit the requested documentation will result in your bid being considered non-responsive.
- Additional failure rate information shall be provided as indicated in this solicitation under the heading of Monthly Contract Report (please refer to page 13).

48. RECALL PROCEDURES

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number, and disposition instructions. The Contractor shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the State. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

49. PERFORMANCE SERVICE LEVEL

The State, as part of an on-going quality management effort, will measure the using ordering agency satisfaction throughout the term of the contract. Measurement will identify areas where service levels can be improved. Bidders must agree to work with the State in resolving any issues resulting from measurement of our using customers' satisfaction. The Contractor and the State Contract Administrator will work together to continually monitor the success levels of the contract.

In addition, the State may require quarterly or semi-annual conferences with the Contractor to review contract issues and/or Contractor performance. Conferences will be held in West Sacramento, California.

50. CARTRIDGE TAKE BACK

Contractors shall offer a take-back system for returning spent toner/ink cartridges, at no cost to the State, by means of a prepaid return shipment label program. Consistent with the waste management hierarchy of reduce, reuse, and recycle, the contractor shall provide a take-back system that will encourage recovery and reuse of used ink/toner cartridges and follows the practices as identified by *Responsible Recycling ("R2") Practices for Use in Accredited Certification Programs for Electronic Recyclers* or *The e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment*. Or the Contractor shall be certified by Responsible Recycling® R2, or e-Stewards®.

The contractor must ensure proper end-of-life management for toner/ink cartridges that can no longer be reused for their original intended purpose. Any remaining toner/ink in spent cartridges, casings, and parts not remanufactured or used to create a remanufactured cartridge shall be recycled or disposed of in a manner that complies with all federal and state environmental and human health and safety laws and regulations.

Contractors shall capture the following data for reporting to the State on the following:

- Track the number of used toner/ink cartridges received from consumer agencies using this contract
- Track the disposition of the returns (remanufactured, sent to remanufacturer, recycled, other)
- The disposition information collected for the cartridges returned shall include the Responsible Recycling® R2, or e-Stewards® Certificate number, where available.

This take-back data shall be submitted in the Monthly Contract Report and include the type of cartridge (ink or toner), the agency completing the return and the name of the OEM for the cartridges to be remanufactured.

51. INVOICING REQUIREMENTS

The contractor is to render invoices as instructed on individual orders. The contractor's invoice must include at a minimum:

1. Contractor's name, address and telephone number
2. Leveraged Procurement Number (Contract Number)
3. Agency Order Number (Purchase Order Number)
4. Line Item Number
5. Quantity purchased
6. Contract Unit Price and Extension
7. State sales and/or use tax
8. Prompt payment discounts/cash discounts, if applicable
9. Totals for each order

The State's obligation to make payment pursuant to the contract is subject to availability of appropriation funds. Receipt of a Purchasing Authority Purchase Order (STD. 65) under this contract is proof of funds for that order.

52. CAL-CARD PAYMENT

Bidders shall accept the State's CAL-Card Visa Credit Card for order payments. Orders that are expected to be paid with a Cal-Card must still conform to the contract ordering procedure.

53. CONTRACTOR RESPONSIBILITY

1. Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.

3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).
4. Contractor shall assign a Contract Manager to act as a contact for all contract-related issues. Provide Contractor Contract Manager information below:

Contract Manager
Name: _____

Street Address: _____

City, State, and Zip: _____

Telephone Number: () _____

Facsimile Number: () _____

E-Mail Address: _____

54. REPORTING REQUIREMENTS

The following reports are required to be submitted by the contractor in accordance with the instructions outlined below. Reports must contain at a minimum, but not limited to, the data elements identified in Attachment 3 - Contract Reporting Data.

Note: Reports are to be submitted even when there is no activity for the reporting period.

A. **Contract Usage Report:**

The Contractor shall provide an electronic Contract Usage Report to the State Contract Administrator on a monthly basis. The Contract Usage Report shall detail all invoiced purchases (from State Departments and/or local governmental agencies) against the contract during the specified reporting period.

The Contract Usage Report shall be provided to the State Contract Administrator, in Excel format via email or via U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

B. **SB/DVBE Participation Report:**

The Contractor shall provide an electronic SB/DVBE Participation Report to the State Contract Administrator on a monthly basis. The SB/DVBE Participation Report shall detail all payments to Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) subcontractors during the specified reporting period.

The SB/DVBE Participation Report shall be provided to the State Contract Administrator, in Excel format via email or via U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

C. **Aging Debt Report:**

The Contractor shall provide an electronic Aging Debt Report to the State Contract Administrator on a monthly basis. The Aging Debt Report must contain the outstanding invoices by State Department for the specified reporting period.

The Aging Debt Report shall be provided to the State Contract Administrator, in Excel format via email or via U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

D. **Ad Hoc Reporting:**

The Contractor shall have the ability to provide ad hoc reporting capabilities at no cost to the State. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by an ordering agency or the State as a whole. The State or ordering agency may make copies of procurement data in any form and the use of such data shall not be restricted. Dependent on future reporting requirements, the State may ask that certain reports become standard and delivered to the State on a monthly or quarterly basis.

55. MONTHLY CONTRACT REPORT

Contractor shall provide an electronic summary report to the State's Contract Administrator on a monthly basis. The Monthly Contract Report must contain at a minimum, but not limited to, the data elements identified below.

- Number Of Orders;
- Number Of Order Lines;
- Number Of Lines Filled;
- Order Line Fill Rate;

- Average Days To Ship Orders;
- Average Days To Ship Backorders;
- Number Of Backorder Lines Created;
- Number Of Returns;
- Damaged And Defective Products;
- Number Of Products Recalled
- Failure Rate
- Number Of "Take Back" Toner/Ink Cartridges Received (Total)
- Number Of "Take Back" Toner/Ink Cartridges Received (By Agency Name)
- Number Of "Take Back" Toner/Ink Cartridges Sent To Remanufacturer
- Name of Remanufacturer
- Number Of "Take Back" Toner/Ink Cartridges Recycled
- Number Of "Take Back" Toner/Ink Cartridges Sent For Disposal
- Responsible Recycling® R2, or e-Stewards® Certificate number, where available

The Monthly Contract Report shall be provided to the State Contract Administrator, in Excel format via email or via U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

56. INCENTIVE FEE FOR SALES TO LOCAL GOVERNMENTAL AGENCIES

For all local government agency transactions issued against the contract resulting from this solicitation, the Contractor is required to remit the Department of General Services, Procurement Division (DGS/PD) an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. Local government agencies include cities, counties, special districts, California State University and University of California systems, K-12 school districts and community colleges empowered to expend public funds (California Public Contract Code Section 10298).

This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. (All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.) Payment by the Contractor shall be made to DGS/PD based on the schedule shown below irrespective of reimbursement by each participating entity.

Contractor shall submit a check payable to the State of California, Department of General Services (DGS), for an amount equal to 1 percent (0.01) of the total local government agency sales for the monthly period less freight, taxes, returned products and credits. (Example, if the net local governmental agency sales for a month totals \$100,000.00, the incentive fee due to DGS/PD would be \$1,000.00.)

Along with each check, a Local Business Activity Report shall be submitted to the State Contract Administrator. The Local Business Activity Report requirements are specified in REPORTING REQUIREMENTS, paragraph B.

If a Contractor holds multiple contracts, the Contractor may submit one check per month covering the DGS/PD incentive fee for the total of all local governmental agency purchases. In this case, a separate report is still required for each contract, and a list of the total local governmental agency sales for each contract must be included with the check.

Failure to submit correct reports and checks on a timely basis shall constitute grounds for suspension of this contract. Reports and check deliveries are due for the monthly period by the 15th day of the next month in a format to be prescribed by the DGS/PD. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)

Incentive Fee Checks shall be submitted to the following address:

Department of General Services
 Procurement Division
 Contracts Management Unit
 Attn: Carol Bangs
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605

57. RESPONSIBLE BIDDER

The Department of General Services may require bidder(s) to submit evidence of their qualifications at such times, and under such conditions, as it may require. The question of whether a particular bidder is a responsible bidder involves an evaluation of the bidder's experience, facilities, reputation, financial resources, and other factors existing at the time of contract award. Being placed on the State bid list, shall not preclude 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.

58. CUSTOMER REFERENCES

Bidders shall submit three (3) customer references from different contracts using the Customer Reference Form (Attachment 4). The customer references are intended to gather information related to the bidder's experience successfully servicing accounts similar to the requirements of this solicitation.

Customers must fully complete the Customer Reference Form and return directly to the bidder. The bidders must then submit the completed Customer Reference Forms with the bid response.

Each contract reference shall:

- Be valued at \$50,000, at a minimum;
- Be for work performed within the last five (5) years;
- Have similar scope of work to that requested in this solicitation

The average score for each customer reference must be 3 or higher. If the average score on any reference is less than 3 the bid will be considered non-responsive.

Failure to submit the completed customer references will result in your bid being considered non-responsive.

59. SELLER PERMIT

Bidders must provide their California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization (BOE), pursuant to 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 (or attach a copy of the permit with your bid.)

Retailer's Seller's Permit Number: _____

Note: Award will be conditional on providing seller permit information prior to award.

60. DECLARATION FORMS

All bidders must complete the Bidder Declaration GSPD-05-105 (Attachment 5) and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed Disabled Veteran Business Enterprise Declaration Form STD 843 (Attachment 7). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. The completed form should be included with the bid response.

61. BIDDER PREFERENCES AND INCENTIVES

This solicitation provides for the following optional bidder preferences and incentives:

- A. Small Business Preference
- B. Non-Small Business Subcontractor Preference
- C. Disabled Veteran Business Enterprise (DVBE) Incentive
- D. Target Area Contract Preference Act (TACPA) Preference

All certified firms must perform a "commercially useful function" in the performance of the contract as defined in Government Code section 14837(d)(4).

A. Small Business Preference

A five percent (5%) bid preference is available to bidders certified as a small business per Government Code 14835 *et seq.* If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

Bidders claiming the small business preference must be certified by California as a small business. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted.

The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 *et seq.*), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals can be viewed at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

1. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)

SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 *et seq.* and obtaining a California certification as a small business are eligible for the five percent (5%) small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation. Small business nonprofit veteran services agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916)375-4940.

B. Non-Small Business Subcontractor Preference

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (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.

C. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive:

For the purposes of this solicitation, the Disabled Veteran Business Enterprises (DVBE) participation requirement has been waived.

This solicitation provides an incentive for DVBE participation. The California DVBE Bid Incentive Instructions packet (Attachment 6) includes information about the DVBE incentive.

| Confirmed DVBE Participation of: | DVBE Incentive: |
|---|------------------------|
| 3% | 3% |
| 2% | 2% |
| 1% | 1% |

D. Target Area Contract Preference Act (TACPA) Preference

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid.

Bidders desiring to claim the TACPA preference are encouraged to carefully review the forms, requirements, and submittal instructions located at <http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>. Bidders must complete and submit all applicable preference program forms to be considered for a preference.

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. Bidder 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 the denial of the preferences requested.

Contracts awarded with the applied preference will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce the preference program.

Any questions regarding the TACPA preference should be directed to the Department of General Services, Procurement Division at (916) 375-4609.

62. SUBCONTRACTOR

If the bid submitted involves the use of subcontractors for a portion of the contract, the Bidder must explain how they will manage and control the work of the subcontractors. Documentation of written agreement between subcontractor(s) and prime may be attached in bid submission.

The Bidder must agree that all requirements will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined in the Administrative Requirement. All subcontractors must comply fully with the administrative and technical requirements that are applicable to the portion of the work being delegated to the subcontractor.

Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Contractor must have written agreement from the State prior to replacement or substitution of any subcontractor.

63. SB/DVBE PARTICIPATION COMMITMENT REQUIREMENT

The Contractor shall meet or exceed their SB and/or DVBE commitment level on a contract-to-date basis. This commitment level must be exceeded or maintained throughout the term of the contract. The State reserves the right to audit records (e.g., cancelled checks, work logs, etc.) to verify that the SB/DVBE subcontractors are actually performing the work committed to and being paid accordingly as reported in the SB/DVBE Participation Report.

64. COMMERCIALY USEFUL FUNCTION (CUF)

Suppliers, whether the Bidder or a subcontractor, who have a California certification for one or more of the socio-economic programs (i.e., SB or DVBE), must perform a commercially useful function (CUF) in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for Disabled Veteran Business Enterprises and in the Government Code Section 14837(d)(4)(A) for Small Businesses as consisting of all of the following:

- responsibility for the execution of a distinct element of the work;
- actually performing, managing, or supervising the work;
- performing work that is normal for its business services and functions; and
- not further subcontracting work that is greater than that expected by normal industry standards.

A contractor, subcontractor, or supplier is not considered to perform a CUF if their role is limited to that of an extra participant through which funds are passed in order to obtain the appearance of participation.

65. SUBCONTRACTOR CUF REQUIREMENTS

Only the Subcontractor Tasks outlined in the Table SUBCONTRACTOR TASK ALLOWANCES below will be considered distinct elements of the work. No more than the corresponding percentages shall be allotted for these tasks. The percentages are maximums per each contract for all subcontractors. Actual bid percentages may come in lower. Should tasks overlap between subcontractors, the maximum percentage must be divided between the subcontractors so as not to be exceeded.

SUBCONTRACTOR TASK ALLOWANCES

| Subcontractor Tasks | Contract Percentage Maximum |
|----------------------------------|-----------------------------|
| Contract Reporting | 1% |
| Take Back Program Administration | 2% |

Note: The Subcontractor participation percentage is the amount that the subcontractor will be paid. Reports and/or cancelled checks may be required for audit of participation compliance.

Bidders must describe compliance with CUF requirement for each certified supplier (Bidder or subcontractors) on Attachment 8, Commercially Useful Function (CUF) Worksheet. Bidders must complete one (1) worksheet for each certified supplier.

Completed worksheets must be submitted with the bid.

At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the bid.

If the bid involves the use of subcontractors for a portion of the contract, the Bidder must:

- 1) Explain how the Bidder, as the prime contractor, will manage and control the work of the subcontractor(s).
- 2) Explain the roles assigned to the prime contractor and subcontractor(s) during the execution of the contract.

The Bidder must agree that all requirements will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined in the Administrative Requirement. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The contractor must have written agreement from the State prior to replacement or substitution of any subcontractor.

66. NOTICE OF SUBCONTRACTORS

Upon award to a Contractor, notice shall be given by the State to the subcontractors listed in Exhibit 11.7, Bidder Declaration Form (GSPD-05-105), of their participation in the contract. Notification to the subcontractor by the prime Contractor is encouraged immediately after award of an IFB.

67. SB/DVBE OFF-RAMP PROVISION

Any contract awarded from this solicitation may be subject to the SB/DVBE off ramp contract provision. This contract provision allows State departments to purchase contract items listed herein from \$0 up to \$249,999.99 from California certified SB/DVBE firms in accordance with GC Section 14838.5 (a), (b) and (c) when specifically allowed and included in State contract user instructions.

When the Off Ramp Provision is allowed, a State department may, at its option, purchase goods from California certified SB or DVBE suppliers as long as the department obtains price quotations from two or more such businesses. All purchases using the SB/DVBE Off-Ramp will be for the same brands, models, and configurations listed in as a core contract or a non-core catalog item at the time of purchase. Product pricing offered under the SB/DVBE Off-Ramp must be at or below contract price.

Purchases which utilize the SB/DVBE Off-Ramp contract provision do not count toward the Contractor's SB/DVBE participation.

The State reserves the right to rescind the SB/DVBE Off-Ramp provision at any time. If rescinded after contract award, the contract User Instructions will provide direction to State and local agency users.

68. PAYEE DATA RECORD

Bidder(s) to be awarded this contract will be required to complete and sign a Payee Data Record (STD 204) before contract award. The Payee Data Record (STD 204) is available at: <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>.

69. POST CONSUMER-CONTENT CERTIFICATION

Within 30 calendar days from the Intent to Award, the State agencies are required to report purchases in many product categories. In order to comply with those requirements, bidders are required to complete and return the Postconsumer-Content Certification form CIWMB 74 (Attachment 10) with their bid response. At the State's option prior to award, bidders may be required to submit additional written clarifying information.

Public Contract Code (PCC) section 12205 (a)(2) and 12205 (b)(2), identifies printer and duplication cartridges as being compliant with CalRecycle's State Agency Buys Recycled Campaign (SABRC) as long as they are also in compliance with the requirements of subdivision (e) of PCC Section 12156; which identify recycling and remanufacturing as the ONLY allowable management methods for these cartridges, which allow them to be categorized as SABRC compliant. Bidders should verify that their cartridges meet these requirements.

70. DARFUR CONTRACTING ACT

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

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 (PCC) Section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (PCC Section 10477(b)). A copy of this written authorization must be submitted with the bid or the bid will be considered non-responsive.

Bidders are required to submit a completed Attachment 11 – Darfur Contracting Act Certification Form if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States. Bidders must submit the completed form with the bid response or within five (5) working days from receipt of notice from the State.

Note: Attachment 11 is not required for companies who have not, within the previous three years, had any business activities or other operations outside of the United States.

71. TAX DELINQUENCY

Per AB1424, Chapter 455, the State Board of Equalization will on a quarterly basis, and the Franchise Tax Board, at least twice each calendar year, will make available a list of the 500 largest tax delinquencies

Pursuant to the Public Contract Code section 10295.4, effective July 1, 2012, persons or companies identified as the largest tax delinquents by the FTB or BOE are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is considered void and unenforceable.

Prior to executing any state contract or renewal for non-IT goods or services, the contracting department must verify that the contractor is not on a prohibited list by checking both the FTB and BOE websites. This requirement applies regardless of the procurement approach, method, or solicitation format used. Departments that elect to develop their own processes or documents to suit their business needs should work with their legal counsel to ensure compliance with code. Public Contract Code 10295.4 provides no exceptions to these prohibitions.

https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml

<http://www.boe.ca.gov/cgi-bin/deliq.cgi>

72. ALTERNATIVE PROTEST PROCESS

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5 (Attachment 12). The link to the regulations is: <http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>.

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number.

During the protest period, any participating bidder may protest the proposed award on the following grounds:

1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder's bid should have been selected; or
2. For any other acquisition – that the protesting bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the second working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: 916 / 375-4611

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be 10 percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

73. RESPONSE CHECKLIST

A. Mandatory Documents:

The following checklist identifies the applicable items that must be completed and returned in order to be evaluated for award:

- Completed Bid Response Form GSOP S5-PIN (pages 1-21) including:
 - Signed front page *
 - Contractor Ordering Information (refer to page 7 of this solicitation)
 - Contractor Manager Information (refer to page 13 of this solicitation)
 - Seller Permit Information (refer to page 15 of this solicitation)
- Attachment 1 – Pricing Worksheet *
- Attachment 5 – Bidder Declaration Form GSPD-05-105 *
- Attachment 7 – Disabled Veteran Business Enterprise Declaration Form STD 843
- Distribution Plan (refer to page 9 of this solicitation)
- Attachment 8 – Commercially Useful Function Worksheet(s) (refer to Section 65, Subcontractor CUF Requirements of this solicitation)
- Certification of Compliance (refer to Attachment 9 Sample Certification of Compliance, Section 39 of this solicitation Toxics in Packaging)
- Payee Data Record Form STD 204 (refer to Section 68 of this solicitation)
- Attachment 10 – Postconsumer-Content Certification (CIWMB 74)
- Attachment 11 – Darfur Contracting Act Certification / Letter from DGS Director if applicable (refer to page 18 of this solicitation)
- Remanufacturer Specification Compliance Documentation

* Failure to return item with your bid response will result in your bid being considered non-responsive.

B. Optional Documents:

The following items must be returned with the bid response only if your intention is to claim the applicable bidder preference, if you are not claiming a preference, you are not obligated to fill out and/or return any of the following forms. Forms are located at <http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>. Refer to page 16 of this solicitation for more details.

- Target Area Contract Preference Act (TACPA), request form (Std. 830).
- Manufacturer's Summary, form (DGS/PD 525) for goods only.
- Bidder's Summary, form (DGS/PD 526) for goods and services.

The State makes no warranty that the response checklist is a full and comprehensive listing of every requirement specified in the IFB. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirement(s). The checklist is only a tool to assist participating bidders in compiling their final bid response. Bidders are encouraged to carefully read the entire IFB. The need to verify all documentation and responses prior to the submission of final bids cannot be over emphasized.

74. STATE'S OWN BID FORM

Only bids quoted on the State's own bid form will be considered. Bids submitted referencing supplier attachments which include legal terms and conditions that conflict with the State's General Provisions shall be considered non-responsive and such bids shall be rejected.

75. BID SUBMITTAL

All bids should be sent via U.S. Mail or carrier and addressed as follows:

DGS – Procurement Division
Attn: Bid Room (SOL #1410-001)
707 3rd Street, 2nd Floor, MS 201
West Sacramento, CA 95605

Note: Faxed bids will not be accepted for this solicitation.

DRAFT

State of California
Remanufactured Toner/Ink Cartridges

Bidder Name:



Grand Total Evaluated Price:

\$ 450,000.00

| CORE ITEMS | | | | | | | | | | | | | | |
|-----------------------------|-----------------|-----------------|-------------------------------------|-------------|-------------------|--------------------------|-----------------------------|-------------------------|-----------------------|-----------------|----------------------------|--------------------|----------------------------------|----------------------|
| Contract Line Item # (CLIN) | OEM Name | OEM Part Number | Usage Based on Historical purchases | UNSPSC Code | Manufacturer Name | Manufacturer Part Number | Supplier Part Number (SKU#) | Item Description | Unit of Measure (UOM) | Quantity in UOM | *Catalog List Price (MSRP) | *Contract Discount | *Contract State Price (Per Unit) | State Extended Price |
| Sample | ABC Corporation | 56475 | 100 | 12456200 | ABC Corporation | 123456 | 56475 | Pen, Blue, Medium Point | PK | 10 | \$ 1.00 | 55% | \$ 0.40 | \$ 40.00 |
| 1 | Brother | TN250 | 28 | | | | | | | | | #DIV/0! | | \$0.00 |
| 2 | Brother | TN570 | 46 | | | | | | | | | #DIV/0! | | \$0.00 |
| 3 | Canon | FX8 | 70 | | | | | | | | | #DIV/0! | | \$0.00 |
| 4 | Hewlett Packard | 92298A | 57 | | | | | | | | | #DIV/0! | | \$0.00 |
| 5 | Hewlett Packard | C3903A | 66 | | | | | | | | | #DIV/0! | | \$0.00 |
| 6 | Hewlett Packard | C4092A | 43 | | | | | | | | | #DIV/0! | | \$0.00 |
| 7 | Hewlett Packard | C4096A | 37 | | | | | | | | | #DIV/0! | | \$0.00 |
| 8 | Hewlett Packard | C4127X | 53 | | | | | | | | | #DIV/0! | | \$0.00 |
| 9 | Hewlett Packard | C4906A | 15 | | | | | | | | | #DIV/0! | | \$0.00 |
| 10 | Hewlett Packard | C4907A | 13 | | | | | | | | | #DIV/0! | | \$0.00 |
| 11 | Hewlett Packard | C4908A | 13 | | | | | | | | | #DIV/0! | | \$0.00 |
| 12 | Hewlett Packard | C4909A | 14 | | | | | | | | | #DIV/0! | | \$0.00 |
| 13 | Hewlett Packard | C6578AN | 18 | | | | | | | | | #DIV/0! | | \$0.00 |

Note: Contract Discount is calculated by ((List Price/MSRP - Contract Unit Price) / List Price/MSRP)

Extension is automatically calculate by (Contract Unit Price x Quantity)

State of California
Remanufactured Toner/Ink Cartridges

Bid 1410-001
 IFB DGS 1410-010
 Attachment 1

| Contract Line Item # (CLIN) | OEM Name | OEM Part Number | Usage Based on Historical purchases | UNSPSC Code | Manufacturer Name | Manufacturer Part Number | Supplier Part Number (SKU#) | Item Description | Unit of Measure (UOM) | Quantity in UOM | *Catalog List Price (MSRP) | *Contract Discount | *Contract State Price (Per Unit) | State Extended Price |
|-----------------------------|-----------------|-----------------|-------------------------------------|-------------|-------------------|--------------------------|-----------------------------|------------------|-----------------------|-----------------|----------------------------|--------------------|----------------------------------|----------------------|
| 14 | Hewlett Packard | C6615AN | 21 | | | | | | | | | #DIV/0! | | \$0.00 |
| 15 | Hewlett Packard | C7115A | 90 | | | | | | | | | #DIV/0! | | \$0.00 |
| 16 | Hewlett Packard | C8543X | 72 | | | | | | | | | #DIV/0! | | \$0.00 |
| 17 | Hewlett Packard | C8765 | 12 | | | | | | | | | #DIV/0! | | \$0.00 |
| 18 | Hewlett Packard | C8765WN | 26 | | | | | | | | | #DIV/0! | | \$0.00 |
| 19 | Hewlett Packard | C8766 | 10 | | | | | | | | | #DIV/0! | | \$0.00 |
| 20 | Hewlett Packard | C8766WN | 22 | | | | | | | | | #DIV/0! | | \$0.00 |
| 21 | Hewlett Packard | C8767WN | 22 | | | | | | | | | #DIV/0! | | \$0.00 |
| 22 | Hewlett Packard | C9363WN | 22 | | | | | | | | | #DIV/0! | | \$0.00 |
| 23 | Hewlett Packard | C9364WN | 20 | | | | | | | | | #DIV/0! | | \$0.00 |
| 24 | Hewlett Packard | C9720A | 44 | | | | | | | | | #DIV/0! | | \$0.00 |
| 25 | Hewlett Packard | C9721A | 24 | | | | | | | | | #DIV/0! | | \$0.00 |
| 26 | Hewlett Packard | C9722A | 31 | | | | | | | | | #DIV/0! | | \$0.00 |
| 27 | Hewlett Packard | C9723A | 32 | | | | | | | | | #DIV/0! | | \$0.00 |
| 28 | Hewlett Packard | C9730A | 31 | | | | | | | | | #DIV/0! | | \$0.00 |
| 29 | Hewlett Packard | C9731A | 25 | | | | | | | | | #DIV/0! | | \$0.00 |
| 30 | Hewlett Packard | C9732A | 29 | | | | | | | | | #DIV/0! | | \$0.00 |

Note: Contract Discount is calculated by ((List Price/MSRP - Contract Unit Price) / List Price/MSRP)

Extension is automatically calculate by (Contract Unit Price x Quantity)

State of California
Remanufactured Toner/Ink Cartridges

Bid 1410-001
 IFB DGS 1410-010
 Attachment 1

| Contract Line Item # (CLIN) | OEM Name | OEM Part Number | Usage Based on Historical purchases | UNSPSC Code | Manufacturer Name | Manufacturer Part Number | Supplier Part Number (SKU#) | Item Description | Unit of Measure (UOM) | Quantity in UOM | *Catalog List Price (MSRP) | *Contract Discount | *Contract State Price (Per Unit) | State Extended Price |
|-----------------------------|-----------------|-----------------|-------------------------------------|-------------|-------------------|--------------------------|-----------------------------|------------------|-----------------------|-----------------|----------------------------|--------------------|----------------------------------|----------------------|
| 31 | Hewlett Packard | C9733A | 24 | | | | | | | | | #DIV/0! | | \$0.00 |
| 32 | Hewlett Packard | CB401A | 10 | | | | | | | | | #DIV/0! | | \$0.00 |
| 33 | Hewlett Packard | CB402A | 10 | | | | | | | | | #DIV/0! | | \$0.00 |
| 34 | Hewlett Packard | CB403A | 10 | | | | | | | | | #DIV/0! | | \$0.00 |
| 35 | Hewlett Packard | CB435A | 495 | | | | | | | | | #DIV/0! | | \$0.00 |
| 36 | Hewlett Packard | CB436A | 293 | | | | | | | | | #DIV/0! | | \$0.00 |
| 37 | Hewlett Packard | CB540A | 10 | | | | | | | | | #DIV/0! | | \$0.00 |
| 38 | Hewlett Packard | CC530A | 130 | | | | | | | | | #DIV/0! | | \$0.00 |
| 39 | Hewlett Packard | CC531A | 84 | | | | | | | | | #DIV/0! | | \$0.00 |
| 40 | Hewlett Packard | CC532A | 87 | | | | | | | | | #DIV/0! | | \$0.00 |
| 41 | Hewlett Packard | CC533A | 83 | | | | | | | | | #DIV/0! | | \$0.00 |
| 42 | Hewlett Packard | CC634X | 372 | | | | | | | | | #DIV/0! | | \$0.00 |
| 43 | Hewlett Packard | CE255A | 288 | | | | | | | | | #DIV/0! | | \$0.00 |
| 44 | Hewlett Packard | CE255X | 157 | | | | | | | | | #DIV/0! | | \$0.00 |
| 45 | Hewlett Packard | CE255XX | 25 | | | | | | | | | #DIV/0! | | \$0.00 |
| 46 | Hewlett Packard | CE278A | 133 | | | | | | | | | #DIV/0! | | \$0.00 |
| 47 | Hewlett Packard | CE285A | 72 | | | | | | | | | #DIV/0! | | \$0.00 |

Note: Contract Discount is calculated by ((List Price/MSRP - Contract Unit Price) / List Price/MSRP)

Extension is automatically calculate by (Contract Unit Price x Quantity)

State of California
Remanufactured Toner/Ink Cartridges

Bid 1410-001
 IFB DGS 1410-010
 Attachment 1

| Contract Line Item # (CLIN) | OEM Name | OEM Part Number | Usage Based on Historical purchases | UNSPSC Code | Manufacturer Name | Manufacturer Part Number | Supplier Part Number (SKU#) | Item Description | Unit of Measure (UOM) | Quantity in UOM | *Catalog List Price (MSRP) | *Contract Discount | *Contract State Price (Per Unit) | State Extended Price |
|-----------------------------|-----------------|-----------------|-------------------------------------|-------------|-------------------|--------------------------|-----------------------------|------------------|-----------------------|-----------------|----------------------------|--------------------|----------------------------------|----------------------|
| 48 | Hewlett Packard | Q1339A | 16 | | | | | | | | | #DIV/0! | | \$0.00 |
| 49 | Hewlett Packard | Q2613A | 48 | | | | | | | | | #DIV/0! | | \$0.00 |
| 50 | Hewlett Packard | Q5945A | 15 | | | | | | | | | #DIV/0! | | \$0.00 |
| 51 | Hewlett Packard | Q5949A | 117 | | | | | | | | | #DIV/0! | | \$0.00 |
| 52 | Hewlett Packard | Q5949X | 251 | | | | | | | | | #DIV/0! | | \$0.00 |
| 53 | Hewlett Packard | Q5950A | 90 | | | | | | | | | #DIV/0! | | \$0.00 |
| 54 | Hewlett Packard | Q5951A | 72 | | | | | | | | | #DIV/0! | | \$0.00 |
| 55 | Hewlett Packard | Q5952A | 77 | | | | | | | | | #DIV/0! | | \$0.00 |
| 56 | Hewlett Packard | Q5953A | 58 | | | | | | | | | #DIV/0! | | \$0.00 |
| 57 | Hewlett Packard | Q6000A | 11 | | | | | | | | | #DIV/0! | | \$0.00 |
| 58 | Hewlett Packard | Q6471A | 71 | | | | | | | | | #DIV/0! | | \$0.00 |
| 59 | Hewlett Packard | Q6472A | 73 | | | | | | | | | #DIV/0! | | \$0.00 |
| 60 | Hewlett Packard | Q6473A | 57 | | | | | | | | | #DIV/0! | | \$0.00 |
| 61 | Hewlett Packard | Q7516A | 16 | | | | | | | | | #DIV/0! | | \$0.00 |
| 62 | Hewlett Packard | Q7581A | 30 | | | | | | | | | #DIV/0! | | \$0.00 |
| 63 | Hewlett Packard | Q7582A | 31 | | | | | | | | | #DIV/0! | | \$0.00 |
| 64 | Hewlett Packard | Q7583A | 29 | | | | | | | | | #DIV/0! | | \$0.00 |

Note: Contract Discount is calculated by ((List Price/MSRP - Contract Unit Price) / List Price/MSRP)

Extension is automatically calculate by (Contract Unit Price x Quantity)

State of California
Remanufactured Toner/Ink Cartridges

| Contract Line Item # (CLIN) | OEM Name | OEM Part Number | Usage Based on Historical purchases | UNSPSC Code | Manufacturer Name | Manufacturer Part Number | Supplier Part Number (SKU#) | Item Description | Unit of Measure (UOM) | Quantity in UOM | *Catalog List Price (MSRP) | *Contract Discount | *Contract State Price (Per Unit) | State Extended Price |
|-----------------------------|----------|-----------------|-------------------------------------|-------------|-------------------|--------------------------|-----------------------------|------------------|-----------------------|-----------------|----------------------------|--------------------|----------------------------------|----------------------|
| 65 | Samsung | ML1710 | 44 | | | | | | | | | #DIV/0! | | \$0.00 |
| 66 | Samsung | MLT-D205E | 25 | | | | | | | | | #DIV/0! | | \$0.00 |
| 67 | Sharp | FO47ND | 20 | | | | | | | | | #DIV/0! | | \$0.00 |

Core Total \$0.00

| NON-CORE CATALOG ITEMS | | | | | | |
|------------------------|---------------------------------------|--------------------|-------------------------------|-------------|--------------|-------------------------|
| Basket ID | Product Basket | Estimated Non-Core | Catalog Name and Date/Edition | UNSPSC Code | Discount Off | Evaluated Catalog Price |
| 0 | GLOVES | \$50,000 | CATALOG NAME / NUMBER | 15428100 | 50% | \$ 25,000.00 |
| 1 | Remanufactured Toner / Ink Cartridges | \$450,000.00 | | | | \$ 450,000.00 |

Note: Contract Discount is calculated by ((List Price/MSRP - Contract Unit Price) / List Price/MSRP)

Extension is automatically calculate by (Contract Unit Price x Quantity)

PRICING WORKSHEET TEMPLATE

| Column Number | Column 7 | Column 8 | Column 9 | Column 10 | Column 11 | Column 12 | Column 13 | Column 14 | Column 16 | Column 18 | Column 19 | Column 22 |
|--------------------|----------------------------------|---|---|--|---|---|--|---|---|---|--|--|
| Column Name | Contract Line Item Number (CLIN) | UNSPSC Code (Version 11) | Manufacturer Part Number (OEM #) | Manufacturer (OEM) | SKU # / Item # | Item Description | Unit of Measure | Quantity in Unit of Measure (If Applicable) | List Price/MSRP | Contract Discount | Contract Unit Price | Segment ID /Product Category/Group ID |
| Description | Unique line item number. | The United Nations Standard Products and Services Code. It's a global multi-sector standard for efficient, accurate classification of products and services. This field should document the appropriate UNSPSC Commodity Code for each line item. Website for codes: http://www.unspsc.org/Search.asp | Identifies manufacturer's unique identifier for a particular line item. | Identifies the manufacturer's name for each line item. | Identifies supplier's unique identifier for a particular line item. | Informational text about the commodity being purchased. Description should be descriptive enough to show the item is consistent with the specifications (high-level). | Unit of Measure - Descriptor of the packaging unit (i.e. each, box, dozen, case, lbs, pallet etc). | This field will carry the number of base units in the packaging of the products (i.e. # of pencils in a box). | An independently verifiable public price available to the general public. | For commodities with a discount structure - this value represents the contractual discount off the List Price. For commodities with a fixed price structure, discount is derived based on the following calculation: ((List Price - Contract Price) / List Price) * 100 | This is the contractual price for a given line item based on the price that was bid, as relative to the unit of measure. | This non-core identifier will uniquely categorize each commodity grouping to its respective contractual discount(s). |
| Format | Variable Character | Number | Variable Character | Variable Character | Variable Character | Variable Character | Variable Character | Number | Currency | Percentage | Currency | Variable Character |
| Example | 625 | 43211503 | PT-674344457 | HP | 4576543245-JH/4567C | HP Compaq 8710p Notebook PC | BOX | 10 | \$2,500.00 | 66% | \$1,650.00 | A |

CORE - Often refers to a Fixed Price.

NON-CORE - Often refers to a Discount off List Price (i.e. MSRP, Index, etc.).



**STATE OF CALIFORNIA
BID SPECIFICATION
REMANUFACTURED TONER & INK CARTRIDGES**

3610-2991

1 SCOPE

The requirement herein describes Remanufactured Print Cartridges (Toner and Ink). All cartridges provided shall match and inter-member to the intended printing equipment and meet or exceed Original Equipment Manufacturer (OEM) specification requirements for form, fit, function and performance.

2 APPLICABLE SPECIFICATIONS / STANDARDS / CODES

Specifications, standards and codes referenced in this document in effect on the opening of the 'Invitation For Bid', form a part of this specification.

3 REMANUFACTURED TONER CARTRIDGES

3.1 REMANUFACTURED TONER CARTRIDGES SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS:

(NOTE: Cartridges that are only refilled or recharged do not meet these specifications and are not acceptable.)

3.1.1 Remanufactured cartridges shall adhere to specifications equal to or exceeding OEM cartridge specifications and approved remanufactured toner cartridge industry standards established by the Standardized Test Methods Committee (STMC). Currently accepted standardized testing certifications include ASTM F1856-98, ASTM F2036, American National Standard Institute (ANSI) IT2. 17-95, and International Safe Transit Association (ISTA) 1A.

3.1.2 The remanufactured cartridge shall include, but are not be limited to, the following:

- 3.1.2.1 Assessment to determine if the cartridge can be remanufactured and a reliable method to measure reusability of parts.
- 3.1.2.2 Complete disassembly of cartridge to thoroughly clean and check all internal and external components against the original manufacturer's specifications. Worn, damaged or end of life cycle components shall be replaced.
- 3.1.2.3 Replacement of the following: drum, all seals with an OEM-type shipping seal or pressure sensitive seal, primary charge roller (PCR) with a re-coat or new PCR, smart or kill chip (resetting is also acceptable if applicable), corona wire assembly (chemically cleaning is acceptable if applicable), wiper blades.
- 3.1.2.4 Filling all cartridges with toner that meets or exceeds OEM toner performance.
- 3.1.2.5 Providing with each cartridge one fuser wand (where applicable) with high temperature resistant felt wiper and one cotton swab.
- 3.1.2.6 Other components may be replaced at different intervals, based upon component part or longevity standards.

4 REMANUFACTURED INK CARTRIDGES

4.1 REMANUFACTURED INK CARTRIDGES SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS:

(NOTE: Cartridges that are only refilled or recharged do not meet these specifications and are not acceptable.)

4.1.1 Remanufactured cartridges shall adhere to specifications equal to or exceeding OEM cartridge specifications.

4.1.2 The remanufactured cartridge shall include, but are not be limited to, the following:

- 4.1.2.1 Assessment to determine if the cartridge can be remanufactured.
- 4.1.2.2 Disassembled cartridge/components shall be cleaned and checked against the original manufacturer's specifications. Worn, damaged or end of life cycle components shall be replaced.
- 4.1.2.3 Replacement of the following: print head (if damaged or does not perform equivalent to OEM), smart or kill chip (resetting is also acceptable if applicable), sponge (if applicable).
- 4.1.2.4 Filling all cartridges with ink that meets or exceeds OEM ink performance.
- 4.1.2.5 Print head seal tape after assembly and fill.
- 4.1.2.6 Other components may be replaced based upon component part or longevity standards.

| Column Number | Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 | Column 7 | Column 8 | Column 9 | Column 10 | Column 11 | Column 12 | Column 13 | Column 14 | Column 15 | Column 16 | Column 17 | Column 18 | Column 19 | Column 20 | Column 21 | Column 22 | Column 23 | Column 24 | Column 25 |
|---------------|---|---|---|---|--|--|---------------------------------------|---|---|--|---|--|---|---|--|--|---|--|---|---|---|---|---|---|--|
| Column Name | Supplier Contract Usage ID | Ordering Agency Name | State (S) or Local (L) agency | Purchasing Authority Number (for State departments) | Agency Billing Code | Purchase Order Number | Purchase Order Date | Delivery Date | Contract Line Item Number (CLIN) (RFP ID) | UNSPSC Code (Version 10) | Manufacturer Part Number (OEM #) | Manufacturer (OEM) | SKU # / Item # | Item Description | Unit of Measure | Quantity in Unit of Measure | EPP (Y/N) | Quantity | List Price/MSRP | Index Date / Catalog Version | Contract Unit Price | Contract Discount | Extended Contract Price Paid | Core/ NonCore | Group ID/ Segment ID |
| Description | This value Represents a unique identifier for the row being reported. Ideally, it should be a concatenated value of the Contract Number, Report Period, and a sequential (Unique) identifier. | This is the Department or Local Government Name that best represents the purchasing entity. | Identifies if ordering agency is a State Department or Local Governmental Agency. | Department purchasing authority as assigned by DGS. | A five-digit or six-digit code issued by the DGS for billing purposes. | Identifies the ordering department's unique purchase order number. | The date the agency placed the order. | The date the agency received the order. | This field should match the RFP identifier (unique line item number) from the contract Bid Worksheet. | This field should document the appropriate UNSPSC Commodity Code for each line item. | Identifies supplier's unique identifier for a particular line item. | Identifies the manufacturer's name for each line item. | Identifies supplier's unique identifier for a particular line item. | Informational text about the commodity being purchased. Description should be descriptive enough to show the item is consistent with the specifications (high-level). | Unit of Measure - Descriptor of the packaging unit (i.e. each, box, dozen, case, lbs, pallet etc). | This field will carry the number of base units in the packaging of the products. | Line item is categorized as an EPP Product (having one or more of the EPP Attributes as identified in Section 6). | The Quantity purchased for each line item. All returned items are reported as a negative number. | An independently verifiable public price available to the general public. | The date that designates when the source Index Price or catalog was captured. Helps DGS track index price changes (historical frame of reference) | This is the contractual price for a given line item based on the price that was bid, as relative to the contract unit of measure. | For commodities with a discount structure - this value represents the contractual discount off the List Price. For commodities with a fixed price structure, discount is derived based on the following calculation: ((List Price - Contract Price)/List Price) = Contract Discount %. | The suppliers representation of the extended contractual price (Contract Unit Price * Quantity) | This is a Core/NonCore field which indicates whether the Contract Line Item represents a fixed price item for a specific commodity (CORE), or if the pricing information represents a pricing discount for a group of items (NON-CORE). | This non-core identifier will uniquely categorize each commodity grouping to its respective contractual discount(s). |
| Format | Variable Character | Variable Character | State - "S" Local - "L" | Variable Character | Variable Character | Variable Character | Date | Date | Variable Character | Integer | Variable Character | Variable Character | Variable Character | Variable Character | Variable Character | Integer | Yes/No | Integer | Currency | Date / Variable Character | Currency | Percentage | Currency | Variable Character | Variable Character |
| Example | Contract Number + YYYYMM + Report Row Sequence Number | Department of General Services | S | 9G-1209-DGS-HQ1 | 003110 | 2832820 | 6/30/2008 | 7/1/2008 | 625 | 43211503 | PT-674344457 | HP | 4576543245-JH/4567C | HP Compaq 8710p Notebook PC | BOX | 10 | Yes | 1 | \$2,500.00 | OSD 15 | \$1,650.00 | 66% | \$ 1,650.00 | Non-Core | A |
| Provided by | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Contract Administrator | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier |

Attachment 3 Contract Reporting Data
IFB DGS 1410-001

| | |
|--------------------|--|
| | |
| Grand Total | |

Department of General Services
PROCUREMENT DIVISION

SUBCONTRACTOR PARTICIPATION REPORT ELEMENTS KEY

Contract Name: _____
 Contractor Name: _____
 Contract Number: _____
 Reporting Month: _____

| | | |
|--------------------------------|-----------------------------------|-----------------|
| Monthly Sales Total \$ | Insert monthly usage report total | |
| Monthly Participation Total \$ | Do not complete | Do not complete |
| Monthly Participation % | Do not complete | Do not complete |

Note: Report all payments to the subcontractors

| Column Number | Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 | Column 7 | Column 8 | Column 9 | Column 10 | Column 11 | Column 12 | Column 13 |
|--------------------|---|--|---------------------------------------|---|--|---|--|---|---|---|--|---|---|
| Column Name | Ordering Agency Name | Purchase Order Number | Purchase Order Date | Purchase Order Total \$ | Subcontractor Name | Subcontractor SB/DVBE Certification # | Identify Subcontractor by SB/MB/DVBE/NA | Work Performed or Products Provided | SB Participation Amount \$ | DVBE Participation Amount \$ | Payment Issued Date | Check # | Payment Amount \$ |
| Description | This is the Department or Local Government Name that best represents the purchasing entity. | Identifies the ordering department's unique purchase order number. | The date the agency placed the order. | The total \$ amount of this purchase order. | Identifies the name of the subcontractor participating in filling department's purchase order. This must be the subcontractor name as specified on the Bidder Declaration in the contract. | Identifies the SB/DVBE Certification number issued by the DGS/PD. This must be the certification number as specified on the Bidder Declaration in the contract. | Identifies the designation certified by the DGS/PD. This must be the CA Certification as specified on the Bidder Declaration in the contract. <i>If the subcontractor is not certified, enter NA</i> | Identifies the specific work performed or the contract items provided in filling the department's purchase order. This must be the work performed or products provided specified on the Bidder Declaration in the contract. | Actual \$ amount of the work performed or products provided by the SB. <i>If Column 7 is NA, enter \$0.</i> | Actual \$ amount of the work performed or products provided by the DVBE. <i>If Column 7 is NA, enter \$0.</i> | The date the contractor issued payment to the SB/DVBE subcontractor for their participation in the performance of this contract. | The check # of the payment issued by the contractor to the SB/DVBE subcontractor for their participation in the performance of this contract. | The \$ amount of the payment issued by the contractor to the SB/DVBE subcontractor for their participation in the performance of this contract. |
| Format | Variable Character | Variable Character | Date | Currency | Variable Character | Variable Character | Variable Character | Variable Character | Currency | Currency | Date | Variable Character | Currency |
| Example | Department of General Services | 2832820 | 7/30/2010 | \$1,650.00 | Acme Explosives | 2832820 | SB, MB, DVBE, SB/DVBE, or NA | Delivery, Installation, Training or Hand soap, Wood posts, Towels | \$1,650.00 | \$1,650.00 | 8/30/2010 | 43211503 | \$1,650.00 |
| Provided by | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier | Supplier |
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| | 10/28/2010 | | | | | | | | | | | | |

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Department of General Services
PROCUREMENT DIVISION

CONTRACT SB/DVBE PARTICIPATION SUMMARY REPORT

Contract Name: _____
 Contractor Name: _____
 Contract Number: _____
 Reporting Period: _____

| Subcontractor Name | Identify as SB/MB/DVBE | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | Year to date | | | |
|---|---------------------------|---------|---------|---------|-----------|---------|----------|----------|---------|----------|---------|---------|---------|---------|---------|---------|-----------|---------|----------|----------|--------------|---------|---------|---------|
| | | 2014 | | | | | | | | 2015 | | | | | | | | | | | | SB | DVBE | |
| | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
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| | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| Monthly SB/DVBE Participation Total: | | | | | | | | | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| Monthly Contract Sales Total: | | \$ | - | | | | | | | | | | | \$ | - | | | | | | | | \$0.00 | \$0.00 |
| Monthly SB/DVBE Participation %: | | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |

IFB DGS 1410-001

ATTACHMENT 4

CUSTOMER REFERENCE FORM

Bidders must submit three (3) completed Customer Reference Forms with the IFB submittal as described in IFB DGS 1410-001. Refer to requirement for detailed instructions.

| | |
|---|--|
| Contractor's (Bidder) Name: | |
| Agency Name (Bidder's Customer): | |
| Contract Number: | |
| Contract Duration: | |
| Dollar Amount of Contract: | |
| Products/Services Provided: | |
| Customer (Bidder's Customer) Contact Name and Title: | |
| Customer Phone Number: | |
| Customer Fax Number: | |
| Customer E Mail Address: | |

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

| Rating Guidelines and Description of Rating Scale: | |
|---|--|
| Exceptional (5) | Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered. |
| Very Good (4) | Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible. |
| Satisfactory (3) | Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable. |
| Marginal (2) | Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective. |
| Unsatisfactory (1) | Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective. |

IFB DGS 1410-001

ATTACHMENT 4

CUSTOMER REFERENCE FORM

| Factors Rated | Questions | Comments <i>(continue on additional sheets if desired)</i> | Rating |
|------------------------------|--|---|-----------|
| Timeliness | 1. How would you rate the contractor's geographic coverage and ability to deliver on time throughout all your locations? | | ① ② ③ ④ ⑤ |
| | 2. How would you rate the contractor's product availability and fill rate? | | ① ② ③ ④ ⑤ |
| | 3. How would you rate the contractor's turnaround time when contacted to provide on-site assistance? | | ① ② ③ ④ ⑤ |
| Contract Management | 4. How would you rate the experience of the contractor in managing large accounts? | | ① ② ③ ④ ⑤ |
| | 5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager? | | ① ② ③ ④ ⑤ |
| Quality | 6. How would you rate the quality of the contractor's value-added services (i.e. installation, assembly, design and CAD input services)? | N/A | ① ② ③ ④ ⑤ |
| | 7. How would you rate the performance of contractor's products compared to that of its competitors? | | ① ② ③ ④ ⑤ |
| Ordering | 8. How would you rate the contractor's ordering system? | | ① ② ③ ④ ⑤ |
| Reporting | 9. How would you rate the contractor's ability to provide reports in an accurate and timely manner? | | ① ② ③ ④ ⑤ |
| Customer Satisfaction | 10. How would you rate your level of overall satisfaction with the contractor? | | ① ② ③ ④ ⑤ |

Rater's Signature: _____

Date: _____

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

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

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

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

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

BIDDER DECLARATION Instructions

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

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

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (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, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

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, NVSA, and/or DVBE status

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

Enter “N/A” if the:

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

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

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

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS**
(09/03//09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

| Confirmed DVBE Participation of: | DVBE Incentive: |
|----------------------------------|-----------------|
| 5% or Over | 5% |
| 4% to 4.99% inclusive | 4% |
| 3% to 3.99% inclusive | 3% |
| 2% to 2.99% inclusive | 2% |
| 1% to 1.99% inclusive | 1% |

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the “help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:

List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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 a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: DVBE Ref. Number:

Description (materials/supplies/services/equipment proposed):

Solicitation/Contract Number: SCPRS Ref. Number:

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: (Print or Type Name)
(If more than one firm, list on extra sheets.)

Firm/Principal Phone: Address:

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

COMMERCIALLY USEFUL FUNCTION (CUF) WORKSHEET

Instructions: Bidder must complete one (1) CUF Worksheet for each certified supplier (prime bidder or subcontractor) in accordance with Section 65, Commercially Useful Function.

| | |
|---------------------------------|---|
| RFP NUMBER: | |
| BIDDER NAME: | |
| CERTIFIED SUPPLIER NAME: | |
| SUPPLIER TYPE: | <input type="checkbox"/> Prime Bidder <input type="checkbox"/> Subcontractor CERTIFICATION TYPE: <input type="checkbox"/> SB <input type="checkbox"/> DVBE |

| |
|--|
| NARRATIVE QUESTIONS: |
| 1) How is the supplier (whether it is the prime or a subcontractor) responsible for the execution of a distinct element of the resulting State contract? |
| |
| 2) How will the supplier actually be performing, managing or supervising an element of the resulting State contract? |
| |
| 3) How will the supplier be performing work that is normal for its business, services and functions? |
| |
| 4) Is there any further subcontracting that is greater than that expected to be subcontracted by normal industry practices? |
| |

5) How is the supplier responsible, with respect to any products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable), and making payment?

| |
|--|
| |
|--|

SAMPLE

[COMPANY LETTERHEAD]

Certificate of Compliance

Reduction of Toxics in Packaging

We certify that all packaging and packaging components sold to [Company Name] or its subsidiaries in the State(s) of [State Name(s)] comply with the requirements of the toxics in packaging law(s). Specifically:

- 1) We certify that the regulated metals – lead, mercury, cadmium, and hexavalent chromium -- were **not intentionally added** to any package or packaging component during the manufacturing process.
- 2) We further certify that the **sum of the incidental concentration levels** of lead, mercury, cadmium and hexavalent chromium present in any package or package component does not exceed 100 parts per million by weight.
- 3) We will maintain adequate documentation of this certification for inspection upon request.

COMPANY NAME: _____

ADDRESS: _____

CERTIFIED BY:

(Name)

(Signature)

(Title)

(Date)

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74 (Revised 4/07 for State Agencies)

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

Postconsumer-Content Certification

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 11 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer recycled-content (PCRC) 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 reverse side). 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 website.

Contractor/Company Name _____

Address _____ Phone _____

| Purchase Order # RFQ # RFP # IFB # Cal Card Order # | Item # | Product or Services Description | ¹ Percent Postconsumer Recycled-Content Material | ² SABRC Product Category Code | Meets SABRC |
|---|--------|---------------------------------|---|--|-------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name _____ Signature _____ Title _____ Date _____

(See footnotes on the back of this page.)

FOOTNOTES:

1. “Postconsumer recycled-content material” is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. “Product category” refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter “N/A.” Common “N/A” products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (l))

| Code | Product Categories | Product Examples <i>Examples are inclusive but are not limited to the individual product.</i> | Minimum Postconsumer Content Requirement |
|------|---|---|--|
| 1 | Paper Products | Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling. | 30 percent by fiber weight postconsumer fiber. |
| 2 | Printing and Writing Papers | Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications. | 30 percent by fiber weight postconsumer fiber. |
| 3 | Mulch, Compost, and Co-compost Products | Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials. | 80 percent recovered material that would otherwise be normally disposed of in a landfill. |
| 4 | Glass Products | Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers. | 10 percent postconsumer, by weight. |
| 5 | Lubricating Oils | Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine. | 70 percent re-refined base oil. |
| 6a | Plastic Products | Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays. | 10 percent postconsumer, by weight. |
| 6b | Printer or Duplication Cartridges | | <ol style="list-style-type: none"> 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 cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156. |
| 7 | Paint | Water-based paint, graffiti abatement, interior and exterior, and maintenance. | 50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted). |
| 8 | Antifreeze | Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance. | 70 percent postconsumer material. |
| 9 | Tires | Truck and bus tires, and those used on fleet vehicles and passenger cars. | Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400). |
| 10 | Tire- Derived Products | Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts. | 50 percent recycled used tires. |
| 11 | Metal | Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws. | 10 percent postconsumer material, by weight. |

For additional information, please visit www.ciwmb.ca.gov/BuyRecycled/StateAgency/

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

| | |
|---|--|
| <i>Company/Vendor 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> |

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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 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.

| | |
|--|--------------------------|
| <i>Company/Vendor Name (Printed)</i> | <i>Federal ID Number</i> |
| <i>Initials of Submitter</i> | |
| <i>Printed Name and Title of Person Initialing</i> | |

California Code of Regulations, Title 1, Division 2.**Chapter 5. Procedures for Conducting Protests Under the Alternative Protest Process****Article 1. General Provisions**

§1400. Purpose; Scope of Chapter.

Protests under the Alternative Protest Pilot Project (AB 1159, Chapter 762 of 1997 Statutes, Public Contract Code Division 2, Part 2, Chapter 3.6 (sections 12125-12130)) shall be resolved by arbitration as defined and established by this chapter.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New chapter 5 (articles 1-3), article 1 (sections 1400-1404) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1402. Definitions.

- (a) Arbitration, as used in this chapter, means a dispute resolution procedure in which the Department of General Services, Office of Administrative Hearings provides a neutral third party who decides the merits of a protest and issues a binding decision to the Parties.
- (b) Awardee includes Proposed Awardee and means the person or entity that was a successful bidder to a Solicitation and has been, or is intended to be, awarded the contract.
- (c) Close of Business, as used in this chapter, means 5p.m. Pacific Standard Time (PST) or Pacific Daylight Time (PDT), as applicable.
- (d) Contracting Department means either Procurement or the department which has applied and been approved by the Department of General Services to conduct the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130.).
- (e) Coordinator means the person designated as the Alternative Protest Pilot Project Coordinator by the Department of General Services, Procurement Division, to coordinate all aspects of the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130).
- (f) Estimated Contract Value means the value of Protestant's bid.
- (g) Frivolous means a protest with any or all of the following characteristics:
 - (1) It is wholly without merit.
 - (2) It is insufficient on its face.
 - (3) The Protestant has not submitted a rational argument based upon the evidence or law which supports the protest.
 - (4) The protest is based on grounds other than those specified in section 1410.
- (h) Major Information Technology Acquisition means the purchase of goods or services, or both, by a state agency, through contract, from non-governmental sources, that has significant mission criticality, risk, impact, complexity, or value attributes or characteristics. Pursuant to subdivision (e) of Section 11702 of the Government Code, these purchases shall include, but not be limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications that include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.
- (i) OAH means the Department of General Services, Office of Administrative Hearings.

- (j) Party means the Procurement Division of the Department of General Services, the Contracting Department, the Awardee, and Protestant(s).
- (k) Procurement means the Procurement Division of the Department of General Services.
- (l) Protestant means a person or entity that was an unsuccessful bidder to a Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130) and that protests the award.
- (m) Small Business means a Certified California Small Business, pursuant to Government Code Division 3, Part 5.5, Chapter 6.5 (commencing with section 14835) and Title 2, California Code of Regulations, section 1896.
- (n) Solicitation means the document that describes the goods or services to be purchased, details the contract terms and conditions under which the goods or services are to be purchased, and establishes the method of evaluation and selection.
- (o) Solicitation File means the Solicitation and the documents used by the Contracting Department in the Solicitation process, including documents used to evaluate bidders and select a Proposed Awardee. The Solicitation File shall remain available to the public except information that is confidential or proprietary.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Section 11702, Government Code; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1404. Notice of Intent to Award Contract.

The Contracting Department shall post a Notice of Intent to Award Contract in a public place specified in the Solicitation, send rejection facsimiles to rejected bidders, and send Notice of Intent to Award Contract facsimiles to any bidder who made a written request for notice and provided a facsimile number. The Contracting Department shall indicate that the Solicitation File is available for inspection. The Contracting Department has the discretion to award a contract immediately, upon approval by the Director of the Department of General Services and, if the Solicitation was for a Major Information Technology Acquisition, the Director of the Department of Information Technology.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 2. Protest Procedure

§1406. Notice of Intent to Protest; Service List.

- (a) An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter must inform the Coordinator. The Notice of Intent to Protest must be in writing and must reach the Coordinator within the number of days specified in the Solicitation, which shall be not less than 1 working day and not more than 5 working days after the posting of the Notice of Intent to Award Contract, as specified in the Solicitation. Failure to give written notice by Close of Business on that day shall waive the right to protest.
- (b) On the day after the final day to submit a Notice of Intent to Protest, the Coordinator shall make a service list consisting of those bidders who did submit a Notice of Intent to Protest, the Awardee, and the Contracting Department. The Coordinator shall include addresses and facsimile numbers on this list and shall forward this service list to those bidders who submitted a Notice of Intent to Protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 2 (sections 1406-1418) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1408. Filing a Protest.

- (a) A protest is filed by the submission of: the Detailed Written Statement of Protest and any exhibits specified in section 1412; a check or money order made payable to the Office of Administrative Hearings for the OAH filing fee of \$50; and the arbitration deposit as specified in subsection (c) or (d) to the Coordinator by the Close of Business on the 7th working day after the time specified in the Solicitation for written Notice of Intent to Protest under section 1406. A copy of the Detailed Written Statement of Protest and exhibits must also be served on all Parties named in the service list as specified in section 1406. A Protestant who fails to comply with this subsection waives Protestant's right to protest.
- (b) Protestant(s) must provide a FAX (facsimile) number. Notification by facsimile is sufficient for service. If the Detailed Written Statement of Protest is sent to the Coordinator by facsimile, Protestant must:
- (1) Verify that the pages sent were all received by the Coordinator; and
 - (2) Remit the required deposit and filing fee to Coordinator by any reasonable means. If sending via carrier, the postmark date or equivalent shall be used to determine timeliness.
- (c) Each Protestant not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the Office of Administrative Hearings, as determined by the Estimated Contract Value.
- (1) For contracts up to \$100,000.00, the deposit shall be \$1500.00.
 - (2) For contracts of \$100,000.00 up to \$250,000.00, the deposit shall be \$3,000.00.
 - (3) For contracts of \$250,000.00 up to \$500,000.00, the deposit shall be \$5,000.00.
 - (4) For contracts of \$500,000.00 and above, the deposit shall be \$7,000.00.
 - (5) Failure to remit a timely required deposit waives the right of protest.
 - (6) Any refund to Protestant(s) shall be made per section 1436.
- (d) Each Protestant certified as a Small Business shall submit a copy of the Small Business Certification in lieu of the deposit specified in subsection (c). If Protestant is a Small Business and the protest is denied by the arbitrator, the Contracting Department shall collect the costs of the arbitration from Protestant. If Protestant does not remit the costs due, the Contracting Department may offset any unpaid arbitration costs from other contracts with Protestant and/or may declare Protestant to be a non-responsible bidder on subsequent solicitations.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1410. Grounds for Protest.

- (a) The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating bidders.
- (1) Grounds for Major Information Technology Acquisition protests shall be limited to violations of the Solicitation procedures and that the Protestant should have been selected.
 - (2) Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the bid or proposal should have been selected in accordance with selection criteria in the Solicitation document.
- (b) The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1412. Detailed Written Statement of Protest.

- (a) The Detailed Written Statement of Protest must include the grounds upon which the protest is made, as specified in 1410(a).
- (b) The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
 - (1) For Major Information Technology Acquisition protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.
 - (2) For other acquisition protests, the Detailed Written Statement of Protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
 - (3) For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.
- (c) The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the arbitrator may request that a Protestant submit such information on computer compatible diskette or by other electronic means if the Protestant has the ability to do so.
- (d) Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the Detailed Written Statement of Protest referenced by page number, section and/or paragraph and line number, as appropriate.
- (e) The Detailed Written Statement of Protest shall not be amended.
- (f) Protestant(s) may not raise issues in hearing which were not addressed in the Detailed Written Statement of Protest.
- (g) A Protestant who fails to comply with this subsection waives Protestant's right to protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1414. Review by Coordinator.

- (a) Within 2 working days after receipt of the Detailed Written Statement of Protest, the Coordinator shall notify the Contracting Department and the Awardee of a potential protest hearing.
- (b) The Coordinator shall review the Detailed Written Statement of Protest within 5 working days after receipt to preliminarily determine if the protest is Frivolous and notify Protestant of the option to withdraw or proceed in arbitration.
 - (1) If Protestant withdraws the protest within 2 working days after the notification by the Coordinator of a preliminary determination of Frivolousness, the Coordinator shall withdraw the preliminary finding of Frivolousness and refund Protestant's deposit and filing fee.
 - (2) If the Protestant previously filed two protests under the Alternative Protest Pilot Project preliminarily determined Frivolous by the Coordinator but then withdrew or waived them before the arbitration decision, the Coordinator shall make final the preliminary

determination of Frivolousness for the Department of General Services.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1416. Review and Response by Contracting Department and Awardee.

- (a) The Awardee shall have 7 working days after notification by the Coordinator to submit to the Coordinator and Protestant a response to the Detailed Written Statement of Protest.
- (b) The Contracting Department, in conjunction with the Coordinator, shall have 7 days after the filing of the Detailed Written Statement of Protest to send a response to Protestant and Awardee.
- (c) Responses shall follow the standards set forth in section 1412(c) and (d).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1418. Bond Requirement.

- (a) If the Coordinator has determined that a protest is Frivolous and the Protestant does not withdraw the protest, the Protestant shall be required to post a bond in an amount not less than 10% of the Estimated Contract Value.
- (b) The percentage of the bond shall be determined by the Contracting Department and specified in the Solicitation.
- (c) Protestant shall post the bond, pursuant to Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure, within 15 working days of the filing of the Detailed Written Statement of Protest or shall be deemed to have waived the right to protest.
 - (1) If the arbitrator determines that the protest is Frivolous, the bond shall be forfeited to Procurement and the Coordinator will impose Sanctions.
 - (2) If the arbitrator determines that the protest is not Frivolous, the bond will be returned to the Protestant and no Sanctions imposed.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 995.010 et. seq., Code of Civil Procedure; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 3. Arbitration Procedure

§1420. Arbitration Process.

Within 19 calendar days after the Notice of Intent to Award has been posted, the Coordinator shall consolidate all remaining protests under the Solicitation, and send to OAH:

- (a) a copy of all Detailed Written Statements of Protest;
- (b) OAH filing fees;
- (c) arbitration deposits, and/or notice that any Protestant is a Small Business;
- (d) Awardee responses;
- (e) Coordinator/Contracting Department responses;
- (f) the Solicitation File; and
- (g) notice to OAH whether interpreter services will be needed for any Protestant or Awardee. OAH shall arrange interpreter services which shall be paid by the Contracting Department.

NOTE:

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 3 (sections 1420-1440) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1422. Selection of Arbitrator.

- (a) Within 2 working days after receipt of the protest from the Coordinator, OAH shall furnish the names of ten arbitrators to Protestant(s), the Awardee, and the Coordinator. The arbitrator list shall include administrative law judges who are employees of OAH and contract private arbitrators who are not employees of the State of California. Protestant(s), the Awardee, and the Coordinator may each strike two of the ten names and notify OAH within 2 working days. Protestant(s) may also indicate if they prefer a contract arbitrator or an OAH administrative law judge. OAH may then select as arbitrator any name not stricken and shall notify Protestant(s), the Awardee, and the Coordinator within 2 working days. If all names are stricken, the Director of OAH shall appoint an arbitrator.
- (b) A proposed arbitrator shall be disqualified on any of the grounds specified in Section 170.1 of the Code of Civil Procedure for the disqualification of a judge.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1424. Authority of Arbitrator.

- (a) Arbitrators are authorized to
- (1) Administer oaths and affirmations;
 - (2) Make rulings and orders as are necessary to the fair, impartial, and efficient conduct of the hearing; and
 - (3) Order additional deposits from Protestant(s) to cover additional estimated costs. If OAH does not receive the required deposit(s) in the time specified, the right to protest will be deemed waived.
- (b) The arbitrator shall have exclusive discretion to determine whether oral testimony will be permitted, the number of witnesses, if any, and the amount of time allocated to witnesses.
- (c) It shall be in the arbitrator's exclusive discretion to determine whether to
- (1) Conduct a prehearing conference; and/or
 - (2) Permit cross-examination and, if so, to what extent; and/or
 - (3) Review documents alone for all or part of the protest.
- (d) It shall be in the arbitrator's exclusive discretion to determine whether additional responses and rebuttals are to be submitted, and the timelines and page limits to be applied.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1426. Decision Based in Whole or in Part on Documents Alone.

Any Party may request that the arbitrator base the arbitrator's decision on documents alone. It shall be the arbitrator's exclusive discretion to do so.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1428. Prehearing Conference.

- (a) If the arbitrator determines that a prehearing conference is necessary, OAH shall set the

time and place and notify Protestant(s), the Awardee, and Procurement at least 5 working days prior to the prehearing conference.

- (b) The prehearing conference shall be held to identify and define issues in dispute and expedite the arbitration. The parties should be prepared to discuss, and the arbitrator may consider and rule on, any of the following matters applicable to the protest:
- (1) Clarification of factual and legal issues in dispute as set forth in the Detailed Written Statement of Protest.
 - (2) The extent to which testimony shall be permitted and the extent to which cross-examination will be allowed.
 - (3) Identity of and limitations on number of witnesses, need for interpreters, scheduling and order of witnesses, etc.
 - (4) Any other matters as shall promote the orderly and efficient conduct of the hearing.
- (c) At the prehearing conference, Protestant(s), the Awardee, and Procurement shall deliver a written statement which contains the name of each witness a party wishes to call at hearing along with a brief written statement of the subject matter of the witness's expected testimony. If the arbitrator, in his or her exclusive discretion, allows an expert witness to be called, the party calling the witness shall provide the name and address of the expert along with a brief statement of the opinion the expert is expected to give. The party shall also attach a statement of qualifications for the expert witness.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1430. Scheduling the Hearing.

The arbitrator shall schedule the date, time, and place of hearing and notify all Parties.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1432. Discovery.

The arbitrator has exclusive discretion to issue subpoenas and/or subpoena duces tecum. There shall be no right to take depositions, issue interrogatories, or subpoena persons or documents.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1434. Attendance at Hearings.

The Arbitration hearings shall be open to the public unless the arbitrator, in his or her exclusive discretion, determines that the attendance of individuals or groups of individuals would disrupt or delay the orderly conduct or timely completion of the proceedings.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1436. Arbitrator's Decision.

- (a) The final decision shall be in writing and signed by the arbitrator. It shall include a Statement of the Factual and Legal Basis for the decision, addressing the issues raised in the Detailed Written Statement(s) of Protest, and shall include an order upholding or

denying the protest(s). The arbitrator's order shall not award a contract.

- (b) A copy of the decision shall be sent by regular mail to Procurement, the Contracting Department, the Awardee, and Protestant(s) within 45 calendar days after the filing of the first Detailed Written Statement of Protest. In the arbitrator's exclusive discretion, this timeline may be extended for an additional 15 calendar days. The arbitrator's failure to issue a decision within the time specified by this section shall not be a ground for vacating the decision.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1437. Costs.

- (a) For protests not determined Frivolous by Procurement:
- (1) If the arbitrator denies the protest, Protestant(s) will be liable for all costs of the arbitration.
 - (2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.
- (b) If Procurement determined that the protest was Frivolous and the arbitrator affirms that the protest is Frivolous, the bond shall be forfeited to Procurement, the protest will be denied, and Protestant(s) will be liable for all costs of the arbitration.
- (c) If Procurement determined that the protest was Frivolous and the arbitrator determines that the protest is not Frivolous, any bond(s) posted by Protestant(s) shall be returned.
- (1) If the arbitrator denies the protest, Protestant(s) shall be liable for half of the costs of the arbitration. The Contracting Department shall pay the remaining half of the arbitration costs.
 - (2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.
- (d) A Protestant who withdraws his or her protest before the arbitrator's decision has been issued will remain liable for all arbitration costs up to the time of withdrawal. These costs include, but are not limited to, the arbitrator's time in preparation, prehearing conferences, and hearing the protest. If Procurement deemed the protest Frivolous, any bond posted shall be forfeited to Procurement.
- (e) Except as provided in (f), if any costs are determined to be payable by Protestant(s), that amount shall be subtracted from deposit(s) of Protestant(s) as ordered by the arbitrator. Any additional costs shall be billed to Protestant(s) and any refunds shall be sent to Protestant(s) by OAH.
- (f) If a Protestant is a Small Business, then the Contracting Department shall pay OAH all arbitration costs and collect the amount due from Protestant.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1438. Judicial Review.

The grounds for judicial review shall be as set forth in Chapter 4 of Title 9 of Part III of the Code of Civil Procedure (commencing with section 1285).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1440. Transcripts.

- (a) A party desiring a transcript of the proceedings shall contact the OAH Transcript Clerk to make arrangements to pay for preparation of the transcript. Prior to preparation of the transcript, a deposit equal to the estimated cost of the transcript shall be paid. Preparation of the transcript will be arranged by the OAH Transcript Clerk. The deposit shall be applied to the actual cost and any excess shall be returned to the party that submitted the request. Any balance due shall be paid by the party or a representative on behalf of the party requesting the transcript before the transcript is released to the requesting party.
- (b) Unless a record of a proceeding or any portion thereof was sealed, any person may request a transcript or a recording of the proceeding. If a record of a proceeding or any portion thereof was sealed, only parties to the proceeding may request a transcript of the sealed portions, and the sealed portions shall not be disclosed to anyone except in accordance with the order sealing the proceeding or subsequent order.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Question and Answers for Bid # 1410-001 - TONER, REMANUFACTURED

OVERALL BID QUESTIONS

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