

# IMPORTANT NOTICE TO ALL BIDDERS

Solicitation No. IFB DGS 1207-006

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, 2<sup>nd</sup> Floor South  
West Sacramento, CA 95605  
Voice: 916 / 375-4587  
Fax: 916 / 375-4611

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES – PROCUREMENT DIVISION



## Invitation For Bid

<b>DUE DATE</b> <b>November 26, 2012</b>		<b>Responses must be delivered to the Procurement Division before 2:00 PM on the Due Date</b>					
<b>SUPPLIER NAME AND ADDRESS</b>		<b>SOLICITATION NO. REV. DATE</b>		<b>DELIVERY DATE</b>		<b>PAGE</b>	
		<b>IFB DGS 1207-006</b>		<b>10/30/2012</b>		<b>As Specified</b>	
<b>SUPPLIER CONTACT:</b> <b>PHONE:</b>		<b>PURCHASE EST. NO. REV.</b>		<b>AGENCY BILLING CODE</b>		<b>AGENCY PURCHASE EST NO.</b>	
		<b>N/A</b>		<b>N/A</b>		<b>N/A</b>	
<b>NAME (PRINT)</b>		<b>F.O.B. DESTINATION UNLESS BIDDER STATES OTHERWISE</b>				<b>ARE YOU CLAIMING PREFERENCE AS A CALIFORNIA CERTIFIED SMALL BUSINESS?</b> YES <input type="checkbox"/> NO <input type="checkbox"/> <b>IF YES, MANUFACTURER?</b> YES <input type="checkbox"/> NO <input type="checkbox"/> <b>ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE?</b> YES <input type="checkbox"/> NO <input type="checkbox"/>	
		<b>___ % CASH DISCOUNT FOR</b>		<b>SHIP TO:</b>			
<b>TITLE</b>		<b>PAYMENT WITHIN ___ DAYS</b>		<b>As Specified</b>		<b>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.</b>	
		<b>SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30.</b>					
<b>SIGNATURE</b>		<b>DATE</b>		<b>FOR FURTHER INFORMATION, CONTACT:</b> <b>BUYER: Eileen Tardiff</b> <b>PHONE: 916-375-4463</b> <b>EMAIL: <a href="mailto:Eileen.tardiff@dgs.ca.gov">Eileen.tardiff@dgs.ca.gov</a></b>			
<b>TELEPHONE NUMBER</b>		<b>FAX NUMBER</b>					
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER</b>							
<b>RETURN TO:</b>		<b>DGS/PROCUREMENT DIVISION</b>				<b>Attn: Bid Room (IFB # 1207-006)</b>	
		<b>707 3rd Street, 2nd Floor</b>					

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 48 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.

### (84-14) PD Reference Only

#### **SCOPE:**

In accordance with GC 19849.9(a), this solicitation covers the estimated three (3) year requirements of the State of California for 25 Year Service & Retirement Awards. The contract resulting from this solicitation will be mandatory for the State of California

The term of the contract resulting from this solicitation will be for three (3) years. The contract will contain 2 extension option(s) for one (1) year each or a 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).

#### **BIDDER INSTRUCTIONS:**

The Bidder Instructions (rev 07/01/2010) applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions070110.pdf>

#### **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>

#### **AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA):**

The Contractor agrees to comply with the American Recovery and Reinvestment Act of 2009 (ARRA) supplemental terms and conditions when notified by the ordering department that the purchase is being ARRA funded. The ARRA supplemental terms and conditions shall not replace standard state contract provisions. ARRA supplemental terms and conditions can be viewed at:

<http://www.documents.dgs.ca.gov/pd/poliproc/ARRAand%20C081009final.pdf>

**ATTACHMENTS:**

The following list identifies the applicable documents for this solicitation:

- Attachment 1 – Pricing Worksheet
- Attachment 2 – Product Specifications
- Attachment 3 – Contract Reporting Data
- Attachment 4 – Bidder Declaration Form (GSPD-05-105) REV 08/09
- Attachment 5 – California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions REV 09/03/09
- Attachment 6 – Disabled Veteran Business Enterprise (DVBE) Declaration Form (STD. 843) REV 05/06
- Attachment 7 – Postconsumer-Content Certification (CIWMB 74) REV 04/07
- Attachment 8 – Darfur Contracting Act
- Attachment 9 – Alternative Protest Process Regulations
- Attachment 10 – Customer Reference Form

**Please Note:** 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 two (2) working days prior to bid due date. All questions and/or concerns should be sent via fax to 916-375-4613 or emailed to [eileen.tardiff@dgs.ca.gov](mailto:eileen.tardiff@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 two (2) 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.

**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.

**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):

- UNSPSC Code
- 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
- Discount off of list/catalog

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

At the State's option prior to award, bidders may be required to submit additional written clarifying information.

**SPECIFICATIONS:**

All products offered must conform to the attached specifications entitled State of California, Bid Specification, Service Awards, 25 Years, Service Awards, Retirement, #8455-1908 dated October 12, 2012

**DESCRIPTIVE LITERATURE:**

Bidders are required to submit complete descriptive literature with the bid response. Descriptive literature shall be annotated to specify the applicable page, brand, model and Contract Line Item Number (CLIN). Failure to submit literature may result in your bid being considered non-responsive. At the State's option prior to award, bidders may be required to submit additional written clarifying information.

**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.

**SAMPLES:**

The State will require samples of offered products to aid in its determination of award. The bidder shall provide one (1) sample of each line item bid, at no cost to the State, within 5 working days of bid opening (close of business **December 4, 2012**). 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.

1. Samples shall be identical in all respects to the product specified for delivery.
2. Product Specifications must be submitted for each product.
3. Shipping cartons shall be labeled with the name and address of bidder, bid number, and bid due date clearly marked on the exterior.
4. Samples of items must be furnished free of expense to the State and if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the bidder's expense.
5. Samples shall NOT be enclosed with the bid or the bid with the samples.
6. Samples shall be sent to:

DGS/Procurement Division  
Attn: Eileen Tardiff  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

**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.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Notice may be made by phone, fax, email, or commercial overnight carrier. Failure to submit requested information may result in your bid being considered non-responsive.

Non-Award Factor/Non-core Items: Your additional complete catalog shall be offered at a discount off list price. On Attachment 1 – Pricing Worksheet, list a percentage off of list price for your catalog. Prices must be List Prices as given to any outside entity. You must submit a copy of your catalog with your bid. Catalog pricing shall be set as of the opening day of this bid (November 29, 2012).

**PRICE ADJUSTMENTS:**

All prices shall be firm fixed for the contract term, including any optional year extensions and no price adjustment will be allowed.

**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.

**QUANTITIES:**

Quantities shown for each line item on Attachment 1 – Pricing Worksheet are estimated 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.

**MINIMUM ORDER:**

There is no minimum order for this contract.

**ONLINE CATALOG:**

The awardee must provide an online catalog of core and non-core products. The webpage must be working within **30 days** of the award.

1. The Contractor must cover all costs of access and deployment to the State agencies.
2. The Contractor must provide access to an electronic catalog that represents the content and pricing agreed upon in the contract.
3. The contractor's system shall be available 24 hours a day, seven (7) days a week for reviewing products.
4. The contractor's system shall be able to serve multiple users at any given time.
5. The contractor's system must provide separate pages for core items and non-core items. Each item must show:
  - Picture of item
  - Description of item
  - Cost of item
  - CLIN number of item

**NOTE:** This will be a catalog only. Per State rules and regulations, ordering **MUST** be done on a STD. 65 with an original signature (see ordering procedure below). Online ordering will not be acceptable.

If your company has a current webpage, please provide URL: \_\_\_\_\_

**PAPER CATALOG/BROCHURE:**

Paper catalogs will not be required for this award; however, if requested by an agency, the contractor shall have a brochure available.

**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): \_\_\_\_\_

**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. Agency Billing Code
3. Purchasing Authority Number
4. Leveraged Procurement Number (Contract Number)
5. Agency Name
6. Item Number
7. Quantity
8. Unit
9. Description and Contract Line Item Number (CLIN), if applicable
10. Unit Price
11. Extension Price
12. Personalization Description

The contractor shall not accept incomplete orders from ordering agencies.

**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. Total Cost
4. Anticipated Delivery Date

**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 thirty (30) 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".

**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.

**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.

**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>.

**RECALL/DISCONTINUATION OF PRODUCT 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 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.

**DIRECT ORDER BY STATE EMPLOYEE PROVISION:**

Provisions for orders placed directly by State employees shall be included as part of any contract resulting from this IFB. Prices and ordering procedures will be negotiated between the State and the successful bidder. Orders of this type are infrequent and would not occur under the provisions of Government Code 19849.9. Under this provision, pricing can exceed the price offered in this IFB and may exceed maximum allowed under the Government Code.

**INVOICING REQUIREMENTS:**

The contractor is to render invoices as instructed on individual orders. Invoices must use the contractor's invoice that includes 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. Commodity Code Number
6. Quantity purchased
7. Contract Unit Price and Extension
8. State sales and/or use tax
9. Prompt payment discounts/cash discounts, if applicable
10. 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.

**CAL-CARD PAYMENT:**

Bidders shall check one of the following:

- The bidder WILL accept the State's CAL-Card Visa Credit Card for order payments.
- The bidder WILL NOT accept the State's CAL-Card Visa Credit Card for order payments.

**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 (PST).
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: \_\_\_\_\_

**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. Report format and samples will be provided after award.

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:**

If applicable, 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.

**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.

**CUSTOMER REFERENCES:**

Bidders shall submit 3 customer references from different contracts using the Customer Reference Form (Attachment 10). 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 \$300,000.00, at a minimum; (total combined sales for one entity for a 12 month period)
- 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. Note: Customer reference forms from any other solicitation will not be accepted.

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

**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.

**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 5) includes information about the DVBE incentive.

**DECLARATION FORMS:**

All bidders must complete the Bidder Declaration GSPD-05-105 (Attachment 4) 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 6). 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](http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf). The completed form should be included with the bid response.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

**SMALL BUSINESS REGULATIONS:**

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 are revised, effective 9/09/04. The new regulations can be viewed at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>. Access the regulations by clicking on the "Small Business Regulations" in the right sidebar. For those without internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services (OSDS) at (916) 375-4940.

**SMALL BUSINESS CERTIFICATION:**

Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE 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.

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.

**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.

**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.

**ATTACHMENT WITH BID REQUIRED IF CLAIMING SMALL BUSINESS PREFERENCE:**

All bidders must complete and include the Bidder Declaration form GSPD-05-105. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

**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.

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

**TACPA/EZA/LAMBRA PREFERENCES:**

This solicitation provides for the following optional preferences:

- Target Area Contract Preference Act (TACPA)
- Enterprise Zone Act (EZA)
- Local Agency Military Base Recovery Area Act (LAMBRA)

Note: Bidders are not required to apply for these preferences. Denial of TACPA/EZA/LAMBRA preference requests is not a basis for rejection of the bid.

Bidders desiring to claim a TACPA, EZA, or LAMBRA 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 applied preferences 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 preference programs.

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

**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>.

**POSTCONSUMER-CONTENT CERTIFICATION: /**

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 7) with their bid response. At the State's option prior to award, bidders may be required to submit additional written clarifying information.

**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 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 section 10477(a)).

Bidders are required to submit a completed Attachment 8 – 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 8 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.

**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 9). 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 2nd 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.

**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 1-13) including:
  - Signed front page \*
  - Contractor Ordering Information (refer to page 4 of this solicitation)
  - Contractor Manager Information (refer to page 7 of this solicitation)
  - CAL-Card Payment (refer to page 6 of this solicitation)
  - Seller Permit Information (refer to page 8 of this solicitation)
- Attachment 1 – Pricing Worksheet \*
- Attachment 4 – Bidder Declaration Form GSPD-05-105 \*
- Attachment 6 – Disabled Veteran Business Enterprise Declaration Form STD 843
- Distribution Plan (refer to page 9-10 of this solicitation)
- Payee Data Record Form STD 204 (refer to page 10 of this solicitation)
- Attachment 7 – Postconsumer-Content Certification (CIWMB 74)
- Attachment 8 – Darfur Contracting Act Certification (refer to page 10 of this solicitation)
- Attachment 10 – Customer Reference Forms – 3 total (refer to page 8 of this solicitation)
- URL for Current Webpage (refer to page 4 of this solicitation) *If Applicable*

\* Failure to return item with your bid response shall 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(s), if you are not claiming a preference under any of these “Acts”, 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 9 of this solicitation for more details.

- Target Area Contract Preference Act (TACPA), request form (Std. 830).
- Enterprise Zone Act (EZA), request form (Std. 831).
- Local Agency Military Recovery Area Act (LAMBRA), request form (Std. 832).
- Manufacturer’s Summary, form (DGS/PD 525) for goods only.
- Bidder’s Summary, form (DGS/PD 526) for goods and services.

**Important Note:** 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.

**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.

**BID SUBMITTAL:**

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

DGS – Procurement Division  
Attn: Bid Room (SOL #1207-006)  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 201  
West Sacramento, CA 95605

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**STATE OF CALIFORNIA**  
**BID SPECIFICATION**  
**SERVICE AWARDS, 25 YEARS**  
**SERVICE AWARDS, RETIREMENT**

8455-1908

**1. SCOPE**

This specification establishes requirements for 25 years service awards and retirement service awards that will be presented to State of California personnel.

**2. APPLICABLE SPECIFICATIONS / STANDARDS**

Specifications and standards referenced in this document in effect on the opening of the invitation for bid, form a part of this specification.

**3. REQUIREMENTS****3.1 LINE ITEMS FOR AWARDS;**

1. Men's Gold Tone Watch
2. Men's Sterling Silver Watch
3. Women's Gold Tone Watch
4. Women's Sterling Silver Watch
5. Wall Clock
6. Anniversary Clock
7. Vase
8. Plaque with Medallion
9. Certificate and Mount

**3.2 ITEM REQUIREMENTS;****3.2.1 Man's and Woman's Dial Watches (Gold)**

- 1 Man's Watch shall be Montreux Model JMQ1111 or equivalent meeting minimum specifications. Woman's Watch shall be Montreux Model JLQ2222 or equivalent meeting minimum specifications.
- 2 The dial face shall be the State Seal. The dial shall be a die struck custom, highly modeled medallion, finished in 18K or higher gold electroplate. The raised detail shall be polished, with the lower levels antiqued to highlight the modeling. The dial thickness, including the detail, shall be a minimum of 0.012". The man's dial shall have a diameter of 1.05" to 1.10". The woman's dial shall have a diameter of 0.70" to 0.80".
- 3 The watch movements shall be E.T.A. (Swiss) precision quartz integrated jeweled movements, or equivalent, that are accurate to one minute per year, shock resistant, and dust proof. The cannon pinion height should be equivalent to a #3 augliage to provide adequate clearance between the hands and the dial detail.



- 4 The dial shall be affixed to the movement using welded pins on the back of the dial to create a secure, mechanical bond.
- 5 The watch shall contain a pre-formed, custom, retaining movement ring that provides adequate shock resistance as per the required shock resistant certification/standard.
- 6 The crystal shall be a mineral crystal. The crystal should be appropriately gasketed to meet the water resistance certification of a minimum of 100 feet. Additionally, the crown should be appropriately gasketed to meet the water resistance certification.
- 7 The case shall be 18K or higher yellow gold electroplated to a five micron thickness and polished. The back shall be stainless steel snap-in type.
- 8 Overall thickness of the case shall not exceed 0.30". Total weight of man's case (watch minus strap) shall be 26 grams  $\pm$ 2.6 grams. Total weight of woman's case (watch minus strap) shall be 13 grams  $\pm$ 1.3 grams.
- 9 Hands shall be in contrast to the face of the watch and a sweep second hand shall also be provided.
- 10 A genuine, high quality leather strap shall be provided (reference is calfskin). A choice of either a black or brown color strap shall be available. Man's standard strap shall be  $\geq 7\frac{3}{4}$ " long; woman's standard strap shall be  $\geq 7\frac{1}{4}$ " long.
- 11 Watch shall be appropriately engraved on the back with "25 Years" or "Retirement".
- 12 Watches shall be packaged in a reinforced inner case with satin and velvet lining and velvet outer covering. The inner case shall be packaged in an outer box of chip board covered in colored paper. Outer box shall be labeled with recipient's name and location code.

### 3.2.2 Man's and Woman's Dial Watches (Silver)

- 1 For Sterling Silver option, the dial face shall be the State Seal. The dial shall be a die struck custom, highly modeled medallion, finished in Sterling Silver. The case shall be Sterling Silver. All other requirements of Section 3.2.1 are applicable as described.

### 3.2.3 Wall Mount Clock

- 1 Clock shall be a Howard Miller model #625-401 or equivalent.
- 2 Clock shall include a clear, flat glass panel that covers the entire front of the clock.
- 3 Clock shall feature a dark finished back Panel for maximum contrast to dial and pendulum.
- 4 Clock shall have finish metal accents.





8455-1908

- 5 Clock dial shall be contrast colored with raised hour-markers and straight hands with metal finish.
- 6 Clock shall include a pendulum with metal finish.
- 7 Movement shall be quartz, battery-operated.
- 8 Clock shall include a 1"x3" nickel-silver, laser-etched, incised personalized text plate. Text shall include name, "State of California", "25 Years" or "Retirement", and year date. Plate shall include two-way tape on the back and be sent unattached to the clock so that the recipient may affix it to the clock in the position desired.
- 9 State Seal shall be etched at appropriate and aesthetically balanced location.
- 10 Dimensions shall be a minimum of 23 x 7½ x 2¾ inches (HxWxD).

### 3.2.4 Mantel Clock, Anniversary Style

- 1 Clock shall be Bulova model #B8855 or equivalent.
- 2 Shall have a genuine clear glass dome.
- 3 Base of mantel clock shall be constructed in metal with polished gold-tone finish.
- 4 Clock face shall include a two-tone scroll design with black Roman numerals.
- 5 Back, posts are tiara shall be gold-tone resin material.
- 6 Clock shall include gold-tone rotating pendulum & ≥3 balls.
- 7 Overall clock dimensions shall be 9"x6¼" (HxW) with base diameter of 6¼".
- 8 An investment-cast State Seal medallion that is 2" in diameter by 0.125" thick shall be affixed to the metal base.
- 9 The mantel clock shall be packaged in cardboard shipping box and include a personalized label for ease of presentation.



### 3.2.5 Crystal Vase with etched State Seal

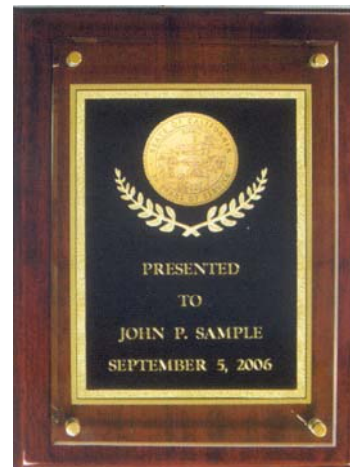
- 1 Crystal Vase with Etched State Seal
- 2 Vase reference is Montreux® model #12-0081
- 3 The vase shall be a tapered oval shape with lines deeply cut, wrapping all four sides of the vase.
- 4 Crystal color shall be clear, polished 24% lead crystal
- 5 Vase shall have a height of ≥9". Thickness of the walls of the vase are approximately ¼".
- 6 State Seal shall be etched on the outside wall of the vase to create a white, frosted appearance.



- 7 Etched Seal shall be positioned at aesthetically balance location.
- 8 Each shipping box includes a personalized label for ease of presentation.

### 3.2.6 Plaque with Medallion

- 1 Wall plaque shall be 9" h. x 12" w. x 5/8" d.
- 2 Wall plaque shall be made from natural wood or have lacquer coated wood finish to a mirror-finish.
- 3 Wall plaque shall include two vertical and two horizontal silver-finish accent bands that are 1/8" wide, positioned 1 1/8" from the edges and flush-mounted into the panel.
- 4 Plaque panel edges shall have rounded corners and a 45-degree bevel on all sides.
- 5 Back of plaque panel shall include two 1-3/4" keyholes, one centered near the edge of the 9" side and one centered near the edge of the 12" side.
- 6 A 5"x4 1/2" (HxW) nickel-silver, laser-etched, incised personalized text plate shall be centered in the lower half of plaque and affixed with industrial-strength adhesive.



The plate shall be etched with following inscription for 25 Year Service Award:

*In Recognition of Your 25 years of Dedicated Service*

*John P. Sample*

*December xx, 20xx*

The plate shall be etched with following inscription for Retirement Award:

*In Recognition of Your Retirement*

*John P. Sample*

*December xx, 20xx*

- 7 A round 2 1/2" diameter investment-cast State Seal medallion shall be centered in top half of plaque and affixed with industrial-strength adhesive.
- 8 State Seal Medallion shall be plated in nickel-silver and feature highly-polished raised borders and inscription with the lower levels antiqued to contrast the polished detail.
- 9 Plaque shall be packaged in a in a clear plastic bag to prevent scratching and then placed in a black cardboard two-piece presentation box that shall include a personalized label.

### 3.2.7 25 Year Service Certificate & Presentation Folder

- 1 Certificate Folder shall be 6" x 8" in a book-like configuration with a fold on left vertical edge.
- 2 The certificate text shall be lithographed in PMS 287 Blue on White Classic Crest 80# cover paper. A state seal shall be gold foiled and embossed.
- 3 The congratulatory note shall read as follows:  
"This Certificate is Presented to "Name" for faithful public service in recognition of Employment with the State of California for a period of Twenty –Five years completed: month, day year.
- 4 The certificate in its folder shall be shipped in a heavy duty envelope with 'Do not bend' marking.
- 5 The supplier (with the State's assistance) shall be responsible for obtaining facsimile representations of the signatures of the Governor and Secretary of State. Signatures shall be for the correct person at the time of issue. If there is an administration change, the supplier is responsible (with the State's assistance) for assuring that certificates issued after the inauguration day represent the new office holders. Certificates representing the appropriate elected official must be available at no additional cost to the State throughout the life of the contract, regardless of the number of signature changes that may be required.



### 3.2.8 Medallion Requirements.

- 1 The medallion shall be gold-plated bronze with hand-polished lettering and border raised while the lower level shall be lightly antiqued to create a contrast with the polished areas.
- 2 State Seal shall be approximately 2" in diameter for both 25 years and retirement, and be set with a strong bond or etched permanently.
- 3 Medallion with California State Seal, for both 25 years and retirement, shall be affixed to all gifts as shown in this document, unless noted otherwise.
- 4 All products offered shall have a California State Seal affixed or etched in a visible location.

**Note:** All pictures are for reference only and may not represent actual product.

**CONTRACT USAGE REPORT (DEFINITIONS)**

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 Name	Supplier Contract Usage ID	Ordering Agency Name	Purchasing Authority Number (for State departments)	Agency Billing Code	Purchase Order Number	Purchase Order Date	Contract Line Item Number (CLIN)	UNSPSC Code	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MSRP	Index Date / Catalog Version	Contract Unit Price	Contract Discount	Extended Contract Price Paid	Core/ NonCore	Group ID/ Segment ID
<b>Description</b>	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.	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.	This field should match the unique line item number from the contract Bid Pricing Worksheet.	The United Nations Standard Products and Services Code (UNSPSC) is 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: <a href="http://www.unspsc.org/Search.asp">http://www.unspsc.org/Search.asp</a>	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 (# of pencils in a box).	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. When providing usage reports, this information should reflect list prices at time of order.	For core - The date that designates when the List Price/MSRP was captured. For non-core it's the approved contract catalog or index date that discounts are based off. 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 X 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).
<b>Format</b>	Variable Character	Variable Character	Variable Character	Variable Character	Variable Character	Date	Variable Character	Number	Variable Character	Variable Character	Variable Character	Variable Character	Variable Character	Number	Number	Currency	Date / Variable Character	Currency	Percentage	Currency	Variable Character	Variable Character
<b>Example</b>	Contract Number + YYYYMM + Report Row Sequence Number	Department of General Services	9G-1209-DGS-HQ1	31100	2832820	6/30/2008	625	43211503	PT-674344457	HP	4576543245-JH/4567C	HP Compaq 8710p Notebook PC	BOX	10	1	\$2,500.00	OSD 15	\$1,650.00	66%	\$ 1,650.00	Non-Core	A
<b>Source</b>	Supplier-generated	Purchase Order	Purchase Order	Purchase Order	Purchase Order	Purchase Order	Purchase Order	Core: Control Set Non-Core: Website	Core: Control Set Non-Core: Catalog	Core: Control Set Non-Core: Catalog	Core: Control Set Non-Core: Catalog	Core: Control Set Non-Core: Catalog	Core: Control Set Non-Core: Catalog	Core: Control Set Non-Core: Catalog	Purchase Order	Core: Control Set Non-Core: Catalog	Supplier	Core: Control Set Non-Core: Calculated	Core: Calculated Non-Core: Control Set	Purchase Order	Control set	Control set

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





**LOCAL BUSINESS ACTIVITY REPORT (SAMPLE)**

**Contract Number:** 1-10-84-07  
**Reporting Month/Year:** 05/2010  
**Contractor Name:** Safariland, LLC

**Total Local Usage (Dollar \$ Value):** \$ **60,000.00**  
**Total Incentive Fee (Dollar \$ Value):** \$ **600.00**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Supplier ID	Local Governmental Agency Name	Purchase Order Number	Purchase Order Date	Total Purchase Amount (excluding taxes)	Agency Contact Name	Agency Telephone Number	Agency Address
8407-201005-1	City of Sacramento	2010-1234	5/1/2010	\$ 50,000.00	John Smith	916-564-1200	2130 Westlake Drive, Sacramento, CA 95645
8407-201005-2	Orange County Fire Department	2F-456	5/1/2010	\$ 10,000.00	Robert Allen	530-544-3710	2100 Grant Blvd, Los Angeles, CA 98425















## 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](http://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.

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
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](http://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](http://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](mailto: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/](http://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](http://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](http://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/](http://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](http://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](http://www.eprocure.dgs.ca.gov)  
Phone: (916)375-2000  
Email: [eprocure@dgs.ca.gov](mailto: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](http://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](mailto: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)



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	<sup>1</sup> Percent Postconsumer Recycled-Content Material	<sup>2</sup> 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.)

## Attachment 7

### 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		<ul style="list-style-type: none"> <li>a. Have 10 percent postconsumer material, or</li> <li>b. Are purchased as remanufactured, or</li> <li>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.</li> </ul>
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.

Attachment 7

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 <a href="http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/">www.ciwmb.ca.gov/BuyRecycled/StateAgency/</a>			

## 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

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#### §1400. Purpose; Scope of Chapter.

Protests under the Alternative Protest 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 Project (Public Contract Code sections 12125-12130.).
- (e) Coordinator means the person designated as the Alternative Protest Project Coordinator by the Department of General Services, Procurement Division, to coordinate all aspects of the Solicitation under the Alternative Protest 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 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**

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#### **§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 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**

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**§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).

## CUSTOMER REFERENCE FORM

Bidders must submit 3 completed Customer Reference Forms with the IFB submittal as described on page 8 of 13, *Customer References* for IFB DGS 1207-006. Refer to requirement for detailed instructions.

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

**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:

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

### CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments <i>(continue on additional sheets if desired)</i> Mandatory if score is either 1 or 5	Rating
<b>Timeliness</b>	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
<b>Contract Management</b>	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
<b>Quality</b>	6. How would you rate the quality of the contractor's value-added services (i.e. installation, assembly, design and CAD input services)?		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
<b>Ordering</b>	8. How would you rate the contractor's ordering system?		① ② ③ ④ ⑤
<b>Reporting</b>	9. How would you rate the contractor's ability to provide reports in an accurate and timely manner?		① ② ③ ④ ⑤
<b>Customer Satisfaction</b>	10. How would you rate your level of overall satisfaction with the contractor?		① ② ③ ④ ⑤

Rater's Signature: \_\_\_\_\_

Date: \_\_\_\_\_