



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

# CONTRACT NOTIFICATION

\*\*\*\*\* MANDATORY \*\*\*\*\*

CONTRACT NUMBER: 1-07-97-32

DESCRIPTION: ALUMINUM SIGNS, LAMINATED AND FORMED, ROADSIDE AND OVERHEAD APPLICATIONS

CONTRACTOR: ZUMAR INDUSTRIES, INC

EFFECTIVE DATES: 5/17/2007 THROUGH 5/16/2009

SUPERSEDES CONTRACT NO.: 1-03-97-32

AREA: STATEWIDE

DISTRIBUTION: DEPT OF TRANSPORTATION

\* TAX: Add appropriate sales and use tax.  
Exempt from Federal Excise Tax.

\*Food contracts are tax exempt.

  
RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,  
or call: Contract Administrator, WILLIAM RODRIGUEZ 916-375-4462

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SUPPLIER ID: 1902  
NAME: ZUMAR INDUSTRIES, INC  
ADDRESS: 9719 S SANTA FE SPRNGS RD  
SANTA FE SPRNGS, CA 90670

CONTACT: 800-654-7446 BEN LEMCKE  
FAX NUMBER: 562-941-4643  
TERMS OF PAYMENT: 1/4% - 21 DAYS  
FOB: Destination  
MINIMUM ORDER: NONE

**SCOPE:**

This contract covers the estimated two-year requirement of the State of California, Department of Transportation (DOT) requirements for ALUMINUM SIGNS, LAMINATED AND FORMED PANELS, ROADSIDE AND OVERHEAD APPLICATIONS. This contract is "Mandatory" and is for the exclusive use of the DOT; it will not be available to other State and local agencies.

**CONTRACT TERM:**

The contract period shall be for a two (2) year term. This contract contains an option for three (3) contract extension(s). Each contract extension period shall not exceed twelve (12) months. The terms, conditions, and prices for the contract extension period shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term and/or contract extension(s).

**MINIMUM ORDER:**

There is no minimum order on this contract.

**CONTRACTOR ORDERING INFORMATION:**

The contractor agrees to accept orders by facsimile, e-mail, or U.S. Mail.

Company Name: Zumar Industries, Inc.  
Street Address: 9719 Santa Fe Springs Road  
City, State, and Zip: Santa Fe Springs, CA 90670  
Contact Person: Michelle Rexford  
Facsimile Number: (562) 941-4643  
E-Mail Address: micheller@zumar.com

**ORDERING PROCEDURE:**

State agencies shall submit a complete Purchasing Authority Purchase Order (STD. 65) directly to the contractor. The Purchasing Authority Purchase Order (STD. 65) shall contain (but not be limited to) the following information.

1. Agency Bill Code
2. Purchasing Authority Purchase Order Number (PO No.)
3. Leveraged Procurement Agreement Number (Contract No.)
4. Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-Mail)
5. Line Item Number
6. Quantity
7. Unit of Measure
8. Commodity Code Number
9. Recycled Product
10. Product Description
11. Unit Price
12. Extension Price

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**Note:** Contractor shall not accept orders from State agencies without a State-issued bill code.

State agencies shall submit copies of all purchase orders to:

DGS-Procurement Division  
Attn: Data Entry Unit  
P.O. Box 989052  
West Sacramento, CA 95798-9052

### SIGN ORDER PROCEDURE:

#### A. Standard Sign Order (Standard-Coded Signs):

For each standard sign code, the requesting DOT District and/or DOT Division of Procurement and Contracts will furnish the Contractor with a Standard Sign Order that includes the following data:

1. Quantity of signs
2. Sign code number
3. Sign size
4. Color and type of sheeting for background and legend
5. DOT contact person and telephone number for the "ship to" location

No sketch will be furnished for standard-coded signs.

#### B. Sign/Installation Order (Uncoded and Variable Message Signs):

All layouts for uncoded and variable message signs are the Contractor's responsibility and shall be performed at no additional cost to the State. For each uncoded or variable message sign, the requesting DOT District or DOT Division of Procurement and Contracts will furnish the Contractor with a Sign/Installation Order that includes the following data:

1. Sketch of the sign
2. Quantity of signs
3. Sign code number (if applicable)
4. Sign size
5. Color and type of sheeting for background and legend
6. Base panel type and gauge
7. Size and type of legend
8. Degree of arrow placement
9. DOT contact person and telephone number for the "ship to" location

From this data, the Contractor shall:

1. Prepare the sign layout
2. Complete an itemized pricing sheet stating:
  - a) The total price for each sign, and
  - b) Unit prices for all components of each sign in conformance with the prices shown on the Group BB sheets.
3. Forward by facsimile (or e-mail) items 1 and 2 above to the sign coordinator (at the DOT district requesting pricing) or directly to the DOT Division of Procurement and Contracts at the facsimile number shown below (if requested to do so by the sign coordinator). If the DOT Division of Procurement and Contracts is requesting the pricing, the Contractor shall send items 1 and 2 to facsimile number 916/227-6126.

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- C. If any DOT district or the DOT Division of Procurement and Contracts requires the Contractor to price any Standard Sign Order or Sign/Installation Order, the Contractor shall do so at no additional cost to the State. Pricing, when requested under this provision, shall be returned by facsimile (or e-mail) directly to the DOT Division of Procurement and Contracts and a copy to the sign coordinator within (3) working days for standard coded signs and seven (7) working days for uncoded or variable message signs. When pricing is requested for five (5) day or twenty-one (21) day emergency delivery signs, regardless of type, pricing shall be completed within two (2) working days.
- D. The DOT Division of Procurement and Contracts will audit prices and issue a Purchasing Authority Purchase Order.
- E. At the State's option, pricing may be done by the State.
- F. Orders will be placed by issuance of a Purchasing Authority Purchase Order. During the term of this contract, the DOT may implement a process whereby it is permissible within yet to be established procedures to use a government-issued purchasing card (i.e., VISA card). If the Contractor is so notified by the DOT Division of Procurement and Contracts that contract orders may be placed using this method, the Contractor shall have thirty (30) calendar days to implement the ability to accept such cards/transactions.

### ITEM CODE NUMBERS:

For ordering purposes, the following item code numbers shall be used.

9701-970-3100-2	SIGN GUIDE HIGHWAY REFLECTIVE
9701-970-3200-6	SIGN REGULATORY HIGHWAY REFLECTIVE
9701-970-3300-0	SIGN WARNING HIGHWAY REFLECTIVE
9701-970-3400-3	SIGN CONSTRUCTION HIGHWAY REFLECTIVE
9701-970-3500-7	SIGN SPECIAL HIGHWAY REFLECTIVE
9701-970-3600-0	NUMERAL SIGN CUT OUT REFLECTIVE
9701-970-3700-4	NUMERAL SIGN POPULATION TYPE REFLECTIVE
9701-970-3800-8	SIGN VARIABLE MESSAGE REFLECTIVE
9701-970-3900-1	SIGN WITH MESSAGE BORDER & MOUNTING HOLE REFLECTIVE

### ORDER CONFIRMATION:

Within 48 hours, the Contractor must confirm receipt of the purchase order either via e-mail or facsimile, providing the user a receipt acknowledging the order. The acknowledgement must include total cost and delivery date information.

### DELIVERY:

- A. All deliveries shall be F.O.B. DESTINATION FREIGHT PREPAID only. Deliveries will be to various work sites and locations throughout the State.
- B. The Contractor shall ship orders for standard-coded signs from Group AA complete thirty (30) calendar days from the date the order is received by the Contractor. Orders for signs from Group BB shall be shipped complete forty-five (45) calendar days from the date the order is received by the Contractor. Partial deliveries may be accepted upon mutual agreement between the Contractor and the designated DOT representative.

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- C. The Contractor shall notify the receiver at least one (1) working day prior to the anticipated delivery date. The Contractor shall contact the receiver shown on the Purchasing Authority Purchase Order to arrange for delivery, including availability of appropriate equipment and personnel at the receiving location necessary for unloading signs. After the order is shipped, the Contractor shall send verification of shipment (facsimile or e-mail) to the district sign coordinator and to the receiver at the receiving location.
- D. Verification of shipment should reference the Standard Sign Order number or Sign/Installation Order number, Purchasing Authority Purchase Order number, name and telephone number of the carrier, the time and date of delivery, and any special arrangements and agreements. Upon request by the State, the Contractor shall provide documentation confirming that the order was (in fact) delivered.
- E. The DOT reserves the right to order signs from another contractor or alternate source in emergencies or in the event that the Contractor cannot deliver signs when and as requested by the DOT. The Contractor shall immediately notify the district sign coordinator if (for any reason) the Contractor cannot deliver signs when and as requested by the DOT.
- F. Signs shall be shipped to the address shown on the Purchasing Authority Purchase Order upon release by the Transportation Laboratory at the Contractor's sign manufacturing facility.
- G. Damaged or defective signs will not be accepted at the receiving location. The State will notify the Contractor of damaged or defective signs within fifteen (15) working days of delivery. The Contractor will be required to pick up damaged or defective signs within forty-eight (48) hours of such notification.
- H. After being returned to the Contractor's sign manufacturing facility, the Contractor shall replace or correct returned signs in a manner acceptable to the State within: five (5) working days or signs originally ordered as Super Emergency 5-Day Delivery; ten (10) calendar days for signs originally ordered as Super Emergency 21-Day Delivery; and twenty-one (21) calendar days for signs subject to thirty (30) or forty-five (45) day delivery schedule.
- I. The State will not pay the emergency surcharge for returned signs. Returned signs are subject to liquidated damages as specified in this contract.

### EMERGENCY 21-DAY DELIVERY:

- A. Orders marked "EMERGENCY 21-DAY DELIVERY" shall be completed in full and shipped within twenty-one (21) calendar days from the date the order is received by the Contractor.
- B. Each Emergency 21-Day Delivery order will be limited to ten (10) or fewer signs of various types. The Contractor will not be required to complete more than one order at a time per district for Emergency 21-Day Delivery except by mutual agreement between the Contractor and the district.
- C. A Contractor's surcharge of ten percent (10%) will be added to the net cost of signs for all Emergency 21-Day Delivery orders. Should the Contractor fail to ship the order within the prescribed time, the emergency surcharge will not be paid.
- D. Partial deliveries will not be accepted.

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### SUPER EMERGENCY 5-DAY DELIVERY:

- A. Orders marked "SUPER EMERGENCY 5-DAY DELIVERY" shall be completed in full and shipped within five (5) calendar days from the date the order is received by the Contractor.
- B. Each Super Emergency 5-Day Delivery order will be limited to seven (7) or fewer signs of various types. The Contractor will not be required to complete more than one order at a time per district for Super Emergency 5-Day Delivery except by mutual agreement between the Contractor and the district.
- C. A Contractor's surcharge of fifteen percent (15%) will be added to the net cost of signs for all Super Emergency 5-Day Delivery orders. Should the Contractor fail to ship the order within the prescribed time, the emergency surcharge will not be paid.
- D. Partial deliveries will not be accepted.

### PRICE:

- A. Prices shall be as quoted on Group AA Price Sheets and Group BB Price Sheets contained herein.
- B. All quoted prices shall be F.O.B. Destination.

### PRICE ESCALATION - MATERIAL COSTS AND FUEL COSTS:

#### Material Costs:

Unless escalation is requested, all prices quoted for material costs shall be fixed as the maximum cost for the contract term, including any contract extension(s). The Contractor may submit a proposed price escalation, in writing (for other than fuel costs, see Fuel Costs below), to the Department of General Services, Procurement Division, Contract Administrator no earlier than three hundred (300) calendar days after award. Such notice shall be provided at least thirty (30) calendar days in advance of the proposed effective date of the price escalation.

1. Upon receipt of such notice, the State reserves the right to exercise the following options:
  - a. Accept the escalation as competitive with the general market price at that time, effective forty-five (45) calendar days after receipt of an acceptable notice; or the State may choose to
  - b. Negotiate a proposed alternative price escalation. Note: The State will notify, in writing, the contractor of its intention to negotiate. The State will have twenty (20) working days to complete negotiations; or the State may
  - c. Cancel any unpurchased balance of the contract without prejudice, effective upon written notice from the State.

Note: If negotiations fail to produce an agreement, the State reserves the right to exercise Options 1.a or 1.c with an effective date no later than ten (10) working days after unsuccessful negotiation.

2. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price escalation as authorized by the State via an approved supplement to the contract.
3. Any accepted price escalation increase shall be fixed as the maximum price for a period of not less than one hundred eighty (180) calendar days from the effective date of the approved price escalation, as described above.

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### Fuel Costs:

1. Unless escalation is requested, all prices quoted for fuel costs shall be fixed as the maximum cost for the contract term, including any contract extension(s).
  2. The Contractor may submit a proposed price escalation for fuel costs, in writing, to the DGS Procurement Division Contract Administrator when the cost of fuel has increased no less than ten percent (10%) from the original fuel cost and after one hundred eighty (180) calendar days from the effective date of the contract or from the effective date of the most recent price increase. Such notice shall include substantiated information to support the proposed escalation from the published OPIS (Oil Price Information Service), the market indicator for the fuel industry. The DGS Procurement Division tracks and monitors such fuel changes at the following web site: [www.pd.dgs.ca.gov/contracts/fuelrates](http://www.pd.dgs.ca.gov/contracts/fuelrates).
  3. Upon receipt of such notice, the State reserves the right to exercise the following options:
    - a. Accept the escalation as competitive with the general market price at that time, effective forty-five (45) calendar days from written approval from the State; or the State may choose to
    - b. Negotiate a proposed alternative price escalation. Note: The State will notify the contractor, in writing, of its intention to negotiate. The State will have twenty (20) working days to complete negotiations; or the State may
    - c. Cancel any unpurchased balance of the contract without prejudice, effective upon written notice from the State.
- Note: If negotiations fail to produce an agreement, the State reserves the right to exercise Options 3.a or 3.c with an effective date no later than ten (10) working days after unsuccessful negotiation.
4. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase as authorized by the State via an approved supplement to the contract.
  5. Any accepted price escalation increase shall be fixed as the maximum price for a period of not less than one hundred eighty (180) calendar days from the effective date of the approved price escalation, as described above.

### Please Note:

All prices quoted in this contract shall include all costs for set-ups; pattern layouts, screenings, labor, materials, tools, equipment, and incidentals necessary to fabricate and furnish a finished (completed) sign as specified under this contract. Unless otherwise specified in this contract, no other fees or surcharges can be charged to the customer.

### PRICE DECLINES:

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

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### PRICING PERCENTAGE BREAKDOWN:

The State requires an overall AVERAGE PERCENTAGE BREAKDOWN of the products in this contract. This information will be used for price escalation for fuel costs only.

PERCENTAGE OF PRODUCT		PERCENTAGE OF DELIVERY		TOTAL
Per Material Costs		Per Fuel Costs	=	
<u>96%</u>	+	<u>4%</u>	=	<u>100%</u>

### WARRANTY:

The Contractor's warranty shall guarantee any sign produced under this contract against defects in materials and workmanship. The Contractor shall replace defective signs at no cost to the State.

The State reserves the right to order retro-reflective sheeting for background and legend which is not matched components. The State agrees to indemnify and save harmless the Contractor from any retro-reflective sheeting manufacturer's warranty issues arising from such orders.

### PATENTED MATERIALS:

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the State, the Department of Transportation (DOT) and their duly authorized representatives from all suits at law, or action of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

### QUANTITY:

- A. Estimated quantities are based upon historical purchasing for a two (2) year period. Actual purchasing may vary from this pattern. The State will not guarantee any specific quantities will be purchased.
- B. 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 contract.

### INSPECTION OF CONTRACTOR'S FACILITIES:

At any time during the term of the contract, the State reserves the right to inspect the Contractor's facilities by giving at least five (5) calendar days advance notice.

### CONTRACT TERM AND CONTRACT DOLLAR VALUE:

- A. The contract term will be for two (2) years, with the State having the option to extend this contract for three (3) additional one-year (1-year) periods.
- B. The State reserves the right to order signs for highway construction projects under terms of separate contracts with highway construction contractors.
- C. The Contractor shall refuse to accept any orders after a date set for termination and the State may disclaim liability for any purchases made after such date.

The State's obligation to pay is solely from funds appropriated for the acquisition of the products under this contract. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly. Receipt of an order under this contract is proof of availability of funds for that order.

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The State will be excused from purchasing from this contract due to closure of State facilities, changes to or cancellation of State programs, by reduction of product usage, or because of lack of fiscal appropriations.

### EXTRAORDINARY EXTENSION OPTION:

In the event of an extraordinary circumstance, the State may extend the contract for up to an additional year beyond the stated term and any noted extensions. Extensions during this period may occur in increments until the establishment of a new contract (not to exceed one (1) year). Exercise of this option may occur in the event that a replacement contract cannot be established due to protest of an "Intent to Award", loss of key procurement staff, or any other extraordinary circumstance that would otherwise cause an unanticipated disruption in the contracting process.

If necessary, prices may be increased during an extraordinary extension option period, to the extent that the price is determined to be "fair and reasonable". Requests for price increases shall include substantiated information to support the proposed increase (e.g., manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, or any other substantiating information as requested by the State). In no event will price increases be accepted with retroactive effective dates.

### OFFICE EQUIPMENT:

The DOT uses office equipment commercially available in the public domain. The Contractor is expected to operate and maintain (at its own expense) compatible computer workstations, facsimile copiers, color printers, scanners, and digital cameras as necessary for the conduct of business with the State under this contract. The Contractor will be required to electronically transmit and receive various word documents, spreadsheets, sign specifications, fabrication details, sign orders, purchase orders, drawings, and color digital photographs. The Contractor is expected to have sufficient office equipment available to its staff to handle the workload that can reasonably be expected under this contract.

### SPECIFICATIONS:

- A. Signs shall be produced in compliance with standard sign specifications, plans, details, and special provisions as set forth under this contract.
- B. Each referenced sign code is the identity of a federal MUTCD or California standard sign specification. Sign specifications provide additional details not shown elsewhere in this contract. Unless notified of a change by the State, such specifications shall be considered part of this contract and effective fifteen (15) calendar days before due date.
- C. During the contract period, some standard sign specifications for Group AA may be revised. If a dimensional change is made in the drawing for a line item, the sign will be considered an uncoded sign for the balance of this contract and shall be priced in accordance with Group BB sheets. If the sign code changes, but a physical change has not been made in the drawing, the sign shall be priced in accordance with Group AA sheets. Some standard sign specifications may specify non-reflective or opaque background, but shall be considered as having retro-reflective background for purposes of this contract, and no revision of the sign specification will be necessary.

### SIGN INSPECTION:

- A. All materials and signs in any stage of production are subject to inspection by the Transportation Laboratory at the Contractor's sign manufacturing facility.
- B. Finished signs shall not be shipped until released by the Transportation Laboratory.

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### INSPECTION COSTS:

Transportation Laboratory inspection costs incurred by the State at the Contractor's sign manufacturing facility will be deducted from each invoice before the addition of taxes and payment. The following rates apply dependent upon the zone in which the Contractor is located.

<u>ZONE</u>	<u>AIR MILES FROM LOS ANGELES OR BERKELEY INSPECTION OFFICE</u>	<u>RATES</u>
1	0 to 199	1.6%
2	200 to 999	4.0%
3	1000 or more	4.6%

Where fabrication takes place in more than one zone, payment will be computed on the basis of the entire fabrication taking place in the farthest zone.

### PACKAGING:

- A. At a minimum, the DOT district identifier, delivery address, number of packages, and their weights, Standard Sign Order number or Sign/Installation Order number and Purchasing Authority Purchase Order number shall be shown on the packing list and bill of lading for all orders.
- B. All signs shall be stored and transported in conformance with the special provisions of this contract.
- C. When signs are palletized, they shall be palletized by size, the largest sign first, then smaller signs.
- D. Any pallets used shall be of a quality and construction to carry the weight and material loaded on the pallet. Loaded pallet weights shall not exceed twenty-five hundred (2,500) pounds. If a covered-type van trailer is used for delivery pallet, dimensions shall not exceed forty-eight inches by forty-eight inches (48 inches x 48 inches) and the pallets shall be loaded in such a manner as to facilitate safe unloading from the accessible direction of the van using standard forklift equipment.
- E. Sign panels exceeding one hundred and forty-four (144) inches in length shall be shipped in tier racks. Sign panels shall be shipped using contractor supplied packaging suitable for the quantity, size, and type of sign delivered to each location. This type of sign shall be delivered on a flatbed truck to facilitate safe unloading by a forklift from the side at the delivery location.
- F. Signs ordered for warehouse stock (denoted by a "PR. NO. 16W...." as shown on the Purchasing Authority Purchase Order) shall be taped on all four (4) sides (top, bottom, and both sides). Signs thirty-six (36) inches and less shall be taped in groups of five (5) each. Signs larger than thirty-six (36) inches shall be taped in groups of three (3) each. A minimum of two-inch (2-inch) wide, white, pressure sensitive tape shall be used.
- G. Hardware packages shall be clearly marked with either the Standard Sign Order or Sign/Installation Order and Purchasing Authority Purchase Order numbers on the outside of the packages.
- H. A copy of all appurtenant Standard Sign Orders, Sign/Installation Orders, and Purchasing Authority Purchase Orders shall be firmly and conspicuously affixed to the outside of each pallet or tier rack in a packet with the following notation on the outside of the packets:

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### Important Notice to Receiver--IMMEDIATE ACTION REQUIRED

Upon receiving this shipment of signs, PLEASE DATE and SIGN (your full signature, no initials in section entitled "Receiving Record" on EACH enclosed Purchasing Authority Purchase Order. Immediately FAX or MAIL the signed form to the address below:

Fax to: (916) 227-9386  
ATTN: ANGELA SARTAIN  
Phone: (916) 227-4297  
E-Mail: angela\_sartain@dot.ca.gov

OR Mail to:  
Department of Transportation  
ASC Payables  
Attn: Angela Sartain  
P.O. Box 168018  
Sacramento, CA 95816-8018

FAILURE TO FAX OR MAIL RECEIVING INFORMATION AS REQUIRED ABOVE WILL RESULT IN SUBSTANTIAL FINANCIAL PENALTIES TO THE STATE. If you have any questions, contact Angela Sartain above.

### TIER RACKS:

Delivery of signs in tier racks may be required. Where possible, the State will arrange to supply tier racks to the Contractor at no charge. When requested by the State, the Contractor shall supply tier racks at unit price (each) as quoted under this contract. Each tier rack so requested and paid for will become the property of the State.

### DELIVERY COORDINATION:

The State and the Contractor shall work closely to assure that delivery is coordinated. The Contractor shall have the responsibility to provide reasonable notice to the receiving location within one (1) working day of an impending delivery and of any changes in the delivery after that time. For additional details, refer to the section entitled "DELIVERY" of this contract.

### DELIVERY TIMELINES:

This contract will be separate from any other contract. Deliveries required for this contract shall not be withheld due to the unavailability of goods for delivery under any other contract.

### 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 Agreement Number (State's Contract Number)
3. Agency Purchasing Authority Purchase Order number
4. Item and commodity code number
5. Quantity purchased
6. Contract price and extension
7. State sales and/or use tax
8. Prompt payment discounts/cash discounts, if applicable
9. Totals for each order

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

The Contractor shall render invoices as instructed on individual orders. Invoices shall include this contract number, the Standard Sign Order number or Sign/Installation Order number, the Purchasing Authority Purchase Order number, sign code, terms of payment, the unit price and extension for each sign. State sales and/or use tax is to be added to each invoice. Failure to comply with these requirements may result in request for corrected invoice and subsequent delay in payment.

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Invoices shall be sent to the following location for payment:

Department of Transportation  
Division of Accounting - Office of Accounts Payable  
c/o Angela Sartain  
P.O. Box 168043, Suite PCP  
Sacramento, CA 95816-8043  
Telephone: 916/227-4297 Fax 916/227-9386  
E-mail: angela\_sartain@dot.ca.gov

### 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).

### AGED RECEIVABLES REPORT:

The Contractor shall prepare and submit weekly reports during the term of this contract listing current and outstanding (aged) receivables. The listing shall include the following information:

1. Invoice number
2. Purchasing Authority Purchase Order number
3. Standard Sign Order number or Sign/Installation Order number
4. Invoice date
5. Due Date (generally forty-five (45) calendar days after receipt of invoice by the DOT)
6. Dollar amount

The report shall begin with a listing of current receivables under forty-five (45) calendar days old and then in increments of fifteen (15) calendar days (i.e., forty-five (45) calendar days and older, sixty (60) calendar days and older, seventy-five (75) calendar days and older, and ninety (90) calendar days and older). A sample format entitled "Aged Receivables Report" is included in Appendix B. Each week, the Contractor shall send the report to the following location:

Department of Transportation  
Division of Accounting  
Office of Accounts Payable  
c/o Lia St. Charles  
P.O. Box 168043, Suite PCP  
Sacramento, CA 95816-8043  
Telephone: 916/227-9258  
Fax: 916/227-9386  
E-mail: lia\_st\_charles@dot.ca.gov

### CONTRACT USAGE REPORTING:

The contractor shall provide a quarterly detailed usage report by line item and commodity code to the Contract Administrator in Excel format via e-mail or U.S. Mail on a CD. All reports are due by the 15th day following the ending of a contract quarter. Report shall contain the following elements:

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1. Leveraged Procurement Number (Contract Number)
2. Purchasing Authority Purchase Order (Std. 65) Number
3. Date of the Purchasing Authority Purchase Order
4. Reporting Quarter
5. Agency Identifier (State)
6. Ordering Agency Name (Location)
7. Agency Bill Code
8. Delivery Date
9. Line Item Number
10. Commodity Code Number
11. Manufacturer Part Number
12. Item Description
13. Quantity
14. Unit of Measure
15. Unit Price
16. Extended Amount
17. Invoice Number
18. Date of Invoice

Note: Sample usage report is included with the contract documentation.

### REPORTING COMPLIANCE:

Contractor shall comply with the reporting requirements as specified. If contractor fails to meet delivery times as specified for any one of the required reports, a one percent (1%) discount will be applied to the contract pricing on all future orders for 30 days or until the delinquent report(s) are delivered, whichever is greater. At the end of the thirty days or at the time of delivery, the discount will revert to the original contract price.

Contract pricing discounts for reporting non-compliance will commence three (3) months after contract award. Failure to submit completed quarterly reports within the time period required may be considered a breach of contract and subject the Contractor to "Rights and Remedies of State for Default."

### QUARTERLY REPORT:

The Contractor shall prepare and submit quarterly reports during the term of this contract that summarize orders and the total dollar amount ordered from this contract for each quarter. Each report shall be submitted as a Microsoft Excel Worksheet. The required format for the quarterly report is included in Appendix B.

Each quarterly report shall be sent to the following locations:

Department of General Services  
Procurement Division  
c/o Mr. William Rodriguez  
P.O. Box 989054  
W. Sacramento, CA 95798  
Telephone: 916/375-4462  
Fax: 916/375-4613  
E-Mail: [william.rodriguez@dgs.ca.gov](mailto:william.rodriguez@dgs.ca.gov)

Department of Transportation  
Division of Procurement and Contracts, MS 65  
c/o Mr. John Williams  
1727 30th Street  
Sacramento, CA 95816  
Telephone: 916/227-5666  
Fax: 916/227-6140  
E-Mail: [john\\_w\\_williams@dot.ca.gov](mailto:john_w_williams@dot.ca.gov)

**Contract (Mandatory): 1-07-97-32**

Department of Transportation  
Division of Traffic Operations, Mail Station 36  
c/o Mr. Greg Edwards  
1120 N Street  
Sacramento, CA 95814  
Fax: 916/653-3055  
E-Mail: (Microsoft Excel Worksheet): greg\_edwards@dot.ca.gov

Note: Invoice copies will not fulfill this requirement.

LIQUIDATED DAMAGES:

In the event that Emergency Delivery orders are not completed and shipped within the specified time frames as set forth in this contract, it is agreed that a delay has occurred and that the order is subject to liquidated damages (unless the delay is authorized by the DOT or Deputy Director, Department of General Services, Procurement Division). Whereas, it is impractical to ascertain and determine the damage sustained by the State in the event of (and by reason of) such delay, it is agreed that the Contractor pay the State six percent (6%) of the price of each sign per calendar day for each and every calendar day that the work remains uncompleted or unacceptable by the State's assessment, provided total damages assessed against the Contractor do not exceed fifty percent (50%) of the total value of the entire order. The Contractor agrees to pay said liquidated damages as provided herein. In the event that such damages are not paid, the Contractor agrees that the State may deduct the amount thereof from any monies due or that may become due to the Contractor.

Contract (Mandatory): 1-07-97-32

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	9701-970-3100-2	1902	EA	SIGN GUIDE HIGHWAY REFLECTIVE	VARIABLE
2	9701-970-3200-6	1902	EA	SIGN REGULATORY HIGHWAY REFLECTIVE	VARIABLE
3	9701-970-3300-0	1902	EA	SIGN WARNING HIGHWAY REFLECTIVE	VARIABLE
4	9701-970-3400-3	1902	EA	SIGN CONSTRUCTION HIGHWAY REFLECTIVE	VARIABLE
5	9701-970-3500-7	1902	EA	SIGN SPECIAL HIGHWAY REFLECTIVE	VARIABLE
6	9701-970-3600-0	1902	EA	NUMERAL SIGN CUT OUT REFLECTIVE	VARIABLE
7	9701-970-3700-4	1902	EA	NUMERAL SIGN POPULATION TYPE REFLECTIVE	VARIABLE
8	9701-970-3800-8	1902	EA	SIGN VARIABLE MESSAGE REFLECTIVE	VARIABLE
9	9701-970-3900-1	1902	SF	SIGN WITH MESSAGE BORDER & MOUNTING HOLE REFLECTIVE	VARIABLE
FOR DATA ENTRY USE ONLY					
10	9905-909-0002-3	1902	VA	SIGNMB-DGS/PROCUREMENT USE ONLY	VARIABLE