BIDDER'S SUMMARY
References and Instructions

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

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences[1], the *Bidder's Summary* form must be completed and signed by the bidder for each requested preference. The information provided on this form will be used to evaluate the total number of bidder employee labor hours required to complete the contract.

Section I

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

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

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

Section II

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

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

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

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

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

Section III

Section III must be completed and signed by the bidder.

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

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

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds $100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

(1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
(2) List complete addresses for each firm named below.
(3) Report projected number of labor hours required to perform the contract for each firm.
(4) Enter the CENSUS TRACT number.
(5) Enter the BLOCK GROUP number.
(6) Identify the California designated TACPA worksite(s) by entering the proper **Criteria** letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
	TOTAL PROJECTED LABOR HOURS:	0.00			

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

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

Target Area Contract Preference Act References and Instructions

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

Section I
Worksite Preference Eligibility and Labor Hours

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

A. The firm is located in a California eligible distressed area(s).

B. The firm will establish a worksite(s) in a California eligible distressed area(s).

C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.

D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.

E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**

F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

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

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

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

Section II
Workforce Preference

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

Section III
Certification for Worksite and Workforce Preferences

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

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

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

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

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

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

STD. 831 (REV. 1/2005) (FRONT)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

ENTERPRISE ZONE ACT PREFERENCE (EZA) REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Complete this form only to request EZA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT

Enterprise Zone Act (EZA) preferences are available only if the lowest responsible bid and resulting contract exceeds $100,000. Your firm must be California based. You must certify under penalty of perjury to perform either **50%** of the labor hours required to complete a contract for GOODS or **90%** of the labor hours required to complete a contract for SERVICES in an eligible enterprise zone worksite(s). (Identify in Section I.) The EZA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). EZA addresses can be verified or confirmed with city-county Economic Development Offices or visit the Department of Housing and Community Development website (www.hcd.ca.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

(1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
(2) List complete addresses for each firm named below.
(3) Report projected number of labor hours required to perform the contract for each firm.
(4) Enter the Enterprise Zone Name.
(5) Identify the California designated EZA worksite(s) by entering the proper **Criteria** letter A, B, or C (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin. etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) Projected Labor Hours	COMPLETE FOR ALL SITES LOCATED WITHIN THE EZA PREFERENCE AREA(S)	
			(4) Enterprise Zone Name	(5) Criteria (A, B, C)
	TOTAL PROJECTED LABOR HOURS:	0.00		

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive EZA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the EZA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated EZA worksite(s) claimed in Section I; (3) shall hire persons who are EZA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request to receive EZA preferences. I understand that any person furnishing false certifications, willfully providing false information or omitting information, or failing to comply with the EZA requirements is subject to sanctions as set forth in the statutes.

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

ENTERPRISE ZONE ACT PREFERENCE (EZA) REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Enterprise Zone Act References and Instructions

The Enterprise Zone Act (EZA), GC §7070 et seq., and 2CCR §1896.100 et seq. promotes employment and economic development at designated Enterprise Zones by offering 5% worksite, and 1% to 4% workforce bidding preferences in specified State contracts. The EZA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceeds $100,000. Bidders must certify, under penalty of perjury, to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the contract labor hours required to complete this contract in the eligible EZA area worksite(s) identified in Section I on the reverse side of this page. EZA preferences are limited to 9%, or a maximum of $50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than $100,000 per bid.

SECTION I
Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible EZA worksite by entering the EZA Zone Name and the "Criteria" letter A, B, or C in section 4 and 5, on the reverse of this form, to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California EZA worksite is not identified, or if all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each EZA worksite on the reverse page:

A. The firm is located in a California designated Enterprise Zone(s).
B. The firm will establish a worksite(s) in a California eligible distressed EZA area(s).
C. The bidder will purchase the contract goods from a manufacturer(s) located in a California designated EZA area(s). **This option applies to solicitations for GOODS only.**

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

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

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

SECTION II
Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% EZA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the EZA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," form STD. 831. To claim the workforce preference select or check the appropriate box for percent of requested bid preferences in Section II.

SECTION III
Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested. The penalties associated with the EZA statute are: GC §7084 (g)(1), a business that requests and is given the preference by reason of having furnished a false certification, and that by reason of this certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

(A) Pay to the State any difference between the contract amount and what the State cost would have been if the contract had been properly awarded.
(B) In addition to the amount specified in subparagraph (A), be assessed a penalty in an amount of not more than 10% of the amount of the contract involved.
(C) Be ineligible to directly or indirectly transact any business with the State for period of not less than 6 months and not more than 36 months

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

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

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

To locate California designated EZA sites visit the Department of Housing and Community Development website (www.hcd.ca.gov) and select "Community Affairs." Scroll down and select "Enterprise Zone Programs." Scroll down and select "Enterprise Zone Maps and Street Ranges." You may contact the city or county Planning/Economic Development offices for the proposed worksite location, or the Department of General Services, Procurement Division preference line at (916) 375-4609.

STD. 832 (REV. 1/2005) (FRONT)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

LOCAL AGENCY MILITARY BASE RECOVERY AREA ACT FOR GOODS AND SERVICES SOLICITATIONS

Complete this form if you request LAMBRA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT

Local Agency Military Base Recovery Area (LAMBRA) Act preferences are available only if the lowest responsible bid and the resulting contract exceeds $100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the LAMBRA area you identify in Section I. The LAMBRA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify LAMBRA worksites contact the city or county Planning / Economic Development offices, or visit the Department of Housing and Community Development website (www.hcd.ca.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

1. Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract.
2. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
3. List complete addresses for each firm named below.
4. Report projected number of labor hours required to perform the contract for each firm.
5. Enter the name of the designated LAMBRA site.
6. Identify the California designated LAMBRA worksite(s) by entering the proper **Criteria** letter A, B, or C (see reverse for instructions) in the Criteria column.

(1) Firm Name and Contract Function: (Manufacturing, Transportation, Shipping, Warehousing, Administration, etc.) *Use additional pages, as needed, to fully report worksite information.*	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) Projected Labor Hours	COMPLETE FOR ALL SITES LOCATED WITHIN THE LAMBRA PREFERENCE AREA(S)	
			(4) LAMBRA Site Name	(5) Criteria (A, B, or C)
	TOTAL PROJECTED LABOR HOURS:	0.00		

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99 % of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99 % of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99 % of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive LAMBRA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder: (1) is a California based company as defined in the LAMBRA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a Goods contract, or 100% of the labor hours to complete a Services contract shall be performed at the designated LAMBRA worksite claimed in Section I; (3) shall hire persons who are LAMBRA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate and complete information on this request. I understand that any person falsely certifying, willfully providing false information or omitting information, or furnishing false certification with the LAMBRA requirements is subject to sanctions as set forth in the statutes.

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

LOCAL AGENCY MILITARY BASE RECOVERY AREA ACT FOR GOODS AND SERVICES SOLICITATIONS

LAMBRA References and Instructions

The Local Agency Military Base Recovery Area Act (LAMBRA) GC §7118 et seq. promotes employment and economic development at designated military bases by offering 5% worksite and 1% to 4% workforce bidding preferences in specified State contracts. The LAMBRA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed $100,000. Bidders must certify, under penalty of perjury, to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible LAMBRA area worksite(s) identified in Section I on the reverse side of this page. LAMBRA preferences are limited to 9%, or a maximum of $50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid, and in no case more than $100,000 per bid.

Section I
Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible LAMBRA worksite by entering the qualifying "Criteria" letter A, B, or C in section 5 and the LAMBRA name in section 4, in order to be eligible for the 5% preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied for failure to identify an eligible California LAMBRA worksite, or if all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each LAMBRA worksite on the reverse page:

A. The firm is located in a designated California LAMBRA site.
B. The firm will establish a worksite within a designated California LAMBRA site.
C. The bidder will purchase the contract goods from a manufacturer(s) located in a California designated LAMBRA site. **This option applies to solicitations for GOODS only.**

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

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

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

Section II
Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% LAMBRA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the LAMBRA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage the bidder must have its eligible employees perform the specified percentage of the total contract workforce hours. See Section I, "Total Projected Labor Hours," form STD. 832. To claim the workforce preference, select the appropriate box for percent of requested bid preferences in Section II.

Section III
Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to receive any of the preferences requested pursuant to this form. The penalties associated with the LAMBRA statute are: GC §7118 (g)(1): A business that requests and is given the preference by reason of having furnished a false certification, and that by reason of this certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

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

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

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

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

To locate California designated LAMBRA sites visit the Housing and Community Development website (www.hcd.ca.gov) and select "Community Affairs." Scroll down and select "Enterprise Zone Programs." Scroll down and select "Local Agency Military Base Reuse Act." You may contact the city or county Planning/Economic Development offices for the proposed worksite location, or the Department of General Services, Procurement Division preference line at (916) 375-4609.

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Form GSOP S5-PIN (01/05)

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

Invitation For Bid

DUE DATE
10/11/2006

Responses must be delivered to the Procurement Division before 2:00 PM on the Due Date

SOLICITATION NO.	REV.	DATE	DELIVERY DATE	PAGE
55781		10/ 4/2006	As Specified	1

PURCHASE EST. NO.	REV.	AGENCY BILLING CODE	AGENCY PURCHASE EST. NO.
66314		60003	22-0398DD

SUPPLIER NAME AND ADDRESS

SUPPLIER CONTACT:
PHONE:
SUPPLIER NUMBER:

NAME (PRINT) ▶

TITLE ▶

SIGNATURE DATE

TELEPHONE NUMBER ▶ FAX NUMBER ▶

FEDERAL EMPLOYER IDENTIFICATION NUMBER ▶

F.O.B. DESTINATION UNLESS BIDDER STATES OTHERWISE

_____ % CASH DISCOUNT FOR PAYMENT WITHIN _____ DAYS.

SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30.

SHIP TO:
SACRAMENTO, CA 95814

Attn:

FOR FURTHER INFORMATION, CONTACT EVONNE ROGERS — BUYER — PHONE 916-375-4346

Return To:

DGS/PROCUREMENT DIVISION
707 3RD ST. 2ND FL(95605)
P.O. BOX 989054
W SACRAMENTO, CA 95798

ARE YOU CLAIMING PREFERENCE AS A CALIFORINA CERTIFIED SMALL BUSINESS?
YES ☐ NO ☐

IF YES, MANUFACTURER?
YES ☐ NO ☐

ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE?
YES ☐ NO ☐

SECTION 14835 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS OR BIDDERS WHO QUALIFY AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION. FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 1896, ET SEQ. THE 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.

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

ITEM NO.	QUANTITY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION

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.

1 LT 7610-000-0009-6 SUBSCRIPTION (BY THE LOT) _____/LT _____

CALIFORNIA ECONOMIC FORECAST

START DATE: 10/15/2006
END DATE: 02/28/2010

Total Price: $_____

IMPORTANT: Read attached General Provisions carefully before bidding.

ITEM NO.	QUANTITY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION

NOTE: For the purpose of this bid, award will be made on an "All or None" basis.

THE FOLLOWING ATTACHED DOCUMENTS ARE PART OF THIS SOLICITATION:

1. ATTACHMENT
   -SCOPE OF WORK AND DELIVERABLES ON ATTACHMENT A, OF TWO PAGES TITLED SUBSCRPTION TO THE CALIFORNIA ECONOMIC FORECAST (CEF) "58 COUNTY PLUS STATE ECONOMIC FORECAST"
2. BIDDERS INSTRUCTIONS
3. GENERAL PROVISIONS
4. BIDDERS DECLARATION
5. TARGET AREA PREFERENCE ACT
6. ENTERPRISE ZONE ACT
7. LOCAL AGENCY & MILITARY BASE RECOVERY ACT

PLEASE NOTE THAT ITEM #4 MUST BE RETURNED WITH YOUR BID OR YOUR BID COULD BE CONSIDERED FOR REJECTION.

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

SMALL BUSINESS PREFERENCES: Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSD at (916)375-4940.

SALES TAX: Sales tax is not to be included on the bid or in the bid pricing. If awarded this bid, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area product is to be delivered to.

FAX BIDS WILL BE ACCEPTED FOR THIS SOLICITATION: Facsimile (fax) bids will be accepted only if they are sent to 916/375-4613. Bids sent to any other Procurement Division fax number will not be considered. Please be advised that there is a heavy demand placed on the fax machine receiving bids, and the State assumes no responsibility if a supplier cannot transmit their bid, prior to the bid opening time. Also see "Submission of Bids", Section 2d of the Bidder Instructions.

TACPA/EZA/LAMBRA FORMS: This solicitation contains TACPA, EZA, and LAMBRA preference request forms. Please carefully review the forms and requirements. 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.

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.

ITEM NO.	QUANTITY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION

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

PLEASE NOTE: Only bids quoted on the State's own bid form will be considered. Bids submitted referencing vendor attachments which include legal terms and conditions that conflict with the State's general bid provisions shall be considered non-responsive and such bids shall be rejected.

SELLER'S PERMIT

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

You must provide your company's 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:_____

DECLARATION FORMS

All bidders must complete the Bidder Declaration GSPD-05-105 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 obtianed the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) Std. 834 (Disabled Veteran Business Enterprise Declaration). 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 online from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at: www.pd.dgs.ca.gov/smbus . 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 (www.pd.dgs.ca.gov/smbus). 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 at (916) 375-4940.

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:

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

Form GSOP 6-PIN (04/94)

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Invitation For Bid Continuation

SUPPLIER NAME	SOLICITATION NO.	REV.	PAGE
	55781		4

ITEM NO.	QUANTITY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION

SMALL BUSINESS NONPROFIT VETERAN SERVICE 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 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 THE SMALL BUSINESS PREFERENCE:
All bidders must complete and include the Bidder Declaration from 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).

SMALL BUSINESS CERTIFICATION: Bidders claiming the small business preference must be certified by Californai as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Serivces (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 service 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.

Form GSOP 6-PIN (04/94)

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Invitation For Bid Continuation

SUPPLIER NAME	SOLICITATION NO. REV.	PAGE
	55781	5

ITEM NO.	QUANTITY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION

SPECIFICATION COMPLIANCE:

IF YOUR BID IS NOT COMPLIANT TO SPECIFICATIONS, PLEASE LIST THE DEVIATIONS BELOW:

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Subscription to
The California Economic Forecast (CEF)
"58-County Plus State Economic Forecast"

Scope

This subscription to the California Economic Forecast (CEF) "58-county plus state economic forecasts" will provide access to county-level and state long-term economic forecast files, reports, data files, models, and annual updates electronically and CDs.

The CEF has compiled, maintains, and continuously updates, a large and comprehensive county-level database of economic and demographic indicators for California. The CEF uses their database to develop and annually update/calibrate county-level economic models and long-term economic forecasts for the state and all 58 counties in California. As such, CEF provides a unique, state-of-the-art product at a competitive price.

Begin Date: 10/15/2006 End Date: 02/28/2010

Deliverables

The subscription to the CEF's county forecasts will include access to the following services and products:

- A narrative report for each county, or "county profiles," plus State of California Profile. They are 4 pages in length per county. The narrative includes 12 forecast charts of principal economic activity in each county economy, and a table of the principal economic forecasts, currently through the year 2030, for the principal economic indicators.

- The entire 58-county updated historical database as a series of Excel workbooks.

- The Methodology Report, which details modeling, estimation and forecasting process, and updating and revising procedures for county economic models.

The California Economic Forecast (CEF) provides some unique advantages for the County Forecasting Project. County-level economic forecasting is the principal activity of the company. Furthermore, CEF have been producing economic forecasts for

California counties and regions since 1993.

County forecasting models have all been built, which allows CEF to produce local economic forecasts for each of the 58 counties without a significant methodology overhaul or reinvention. The county models are based on sound economic and econometric principals originally developed at the University of California, Santa Barbara, and tested on a number of counties over the years prior to the initial contract with Caltrans in 2000.

No other firm has developed a comparable comprehensive county-level database, forecasting methodology and models. Consequently, CEF can offer this service at a competitive price to their clients.

BIDDER INSTRUCTIONS

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

2. **SUBMISSION OF BIDS:**
   a) Bids must be hand delivered or sent via U.S. Mail or common carrier unless another method (e.g., facsimile) is specifically authorized in the solicitation.
   b) Where a "sealed" bid is required, each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by the State to be considered for award. The State reserves the right to consider authorized facsimile bids as properly "sealed" if received prior to the closing time specified, provided that a signature is shown on the facsimile.
   c) The bidder is solely responsible for ensuring that the full bid is received by the State in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.
   d) Bids received after the time stated will be considered non-responsive.
   e) If facsimile transmission of the bid is acceptable, and the bidder chooses to transmit their bid via facsimile, the bidder understands and agrees that the State will consider only those portions of the bid received prior to the closing time specified; any pages received after that time will not be considered.
   f) If no time for receipt of bids is specified in the solicitation, the bid shall be due by the close of the business day on the date indicated. Close of the business day shall be 5:00 p.m. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT).
   g) Generally, sealed bids will be opened and read on the due date unless another date and time is specified in the solicitation or any addendum thereto.

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

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

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

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

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

8. **EVALUATION OF BIDS:**
   a) Where more than one line item is specified in the solicitation, the State reserves the right to determine the lowest responsible bidder, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.
   b) Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation, of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid. In the event that the bidder so objects, the State may consider the bidder's objection and evaluate whether the award on such basis will result in the lowest price to the State or may determine in its sole discretion that such an objection is non-responsive and renders the bidder ineligible for award.
   c) This solicitation is subject to all requirements set forth in the Electronic Waste Recycling Act of 2003 (Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public

BIDDER INSTRUCTIONS

Resources Code, relating to hazardous and solid waste, hereafter called the "Act"). If the products and/or services being acquired pursuant to this solicitation are not subject to the Act, then bidder must demonstrate that the Act is inapplicable to all lines of business engaged by the supplier (or related agents, subsidiaries, partners, joint ventures, and sub-contractors). Contracts awarded, wherein a violation of the Act is found, are subject to sanctions defined in Public Resources Code, Chapter 8.5, Article 7.

d) This solicitation is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this solicitation, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates, must be submitted within five (5) State business days of the State's request. Failure of the supplier to comply by supplying the required documentation will cause the supplier's bid to be considered non-responsive and the bid rejected.

e) All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.

9. CONFLICT OF INTEREST:

a) Current State Employees (PCC Section 10410):

i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.

ii) No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

b) Former State Employees (PCC Section 10411):
For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.

c) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

10. JOINT BIDS: A joint bid submitted by two or more bidders participating jointly in one bid may be submitted and each participating bidder must sign the joint bid. If a contract is awarded to bidders who furnished a joint bid, it shall be deemed one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract, and the joint contractors must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

11. SAMPLES TO DETERMINE RESPONSIVENESS TO TECHNICAL REQUIREMENTS FOR PURPOSES OF AWARD:

a) Samples of items, when required by the State, must be furnished free of expense to the State, unless otherwise provided.

b) Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the State.

c) Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the State to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the State as indicated by the manufacturer and model number specified in the solicitation.

d) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at bidder's expense.

e) Samples may be required prior to award. If requested, such samples must be delivered to the address specified and within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection.

12. SPECIFICATION CONCERNS:

a) In the event a supplier believes that the State's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes or in the supplier's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the buyer identified in the solicitation, either by telephone, letter or visit, immediately upon receipt of the solicitation, in order that the matter may be fully considered and appropriate action taken by the State prior to the closing time set to receive bids.

b) Unless otherwise specified, failure by any supplier to raise any concern relating to the solicitation requirements within at least two (2) working days prior to the bid close date, will be deemed a waiver of the supplier's right to protest any decision for contract award relating to the solicitation's requirements.

13. VALIDITY OF BID: Unless specified elsewhere in the solicitation, bidder's bid shall be valid for forty-five (45) days following the date the response is due.

14. MISTAKE IN BID: If prior to contract award, a bidder discovers a mistake in their bid which renders the bidder unwilling to perform under any resulting contract, the bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the State's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the State may consider permitting withdrawal of specific line item(s) or combination of items.

15. STATE'S RIGHTS:

a) The State reserves the right to modify or cancel in whole or in part its solicitation at any time prior to contract award.

b) The State reserves the right to reject any or all bids if the State determines that a bidder's bid was non-responsive to the solicitation requirements and to waive informalities and minor irregularities in bids received.

c) The State reserves the right to reject any or all bids if the State determines that a bidder is not a responsible supplier.

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

17. VIOLATION OF AIR OR WATER POLLUTION LAWS:

a) Unless the contract is less than $25,000 or with a non-competitively bid contract supplier, Government Code Section 4477 prohibits the State from contracting with a

BIDDER INSTRUCTIONS

person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

b) Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the State that the intended awardee is such a person.

c) No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

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

19. **INDEPENDENCE OF BID:** Unless supplier is furnishing a joint bid, by submitting this bid, bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

20. **BID EVALUATION PREFERENCES:** In evaluating bids, the State will give preferences in accordance with the law for suppliers who are a California certified Small Business or who are a non-small business claiming at least 25% California certified Small Business subcontractor participation. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area (LAMBRA) Act, the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycled products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the State will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

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

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

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

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

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

- **Procurement Division TTY:**
  Sacramento Office: (916) 376-1891
  Fullerton Office: (714) 773-2093
- **California Relay Service:**
  Voice: 1-800-735-2922 or
  1-888-877-5379
  TTY: 1-800-735-2929 or
  1-888-877-5378
  Speech to Speech: 1-800-854-7784

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

GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   b) **"Buyer"** means the State's authorized contracting official.
   c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   d) **"Contractor"** means the Business Entity with whom the State enters into this contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
   f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California

2. **CONTRACT FORMATION:**
   a) If this contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then contractor's bid is a firm offer to the State which is accepted by the issuance of this contract and no further action is required by either party.
   b) If this contract results from a solicitation other than described in paragraph a), above, contractor's quotation or proposal is deemed a firm offer and this contract document is the State's acceptance of that offer.
   c) If this contract resulted from a joint bid, it shall be deemed one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

3. **COMPLETE INTEGRATION:** This contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the contract.

4. **SEVERABILITY:** The contractor and the State agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of contractor's violation of this provision.
   b) If this contract is in excess of $500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. **CONTRACTOR'S POWER AND AUTHORITY:** The contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this contract.

   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **ASSIGNMENT:** This contract shall not be assignable by the contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

    a) these General Provisions – Non-IT Commodities;
    b) contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
    c) statement of work, including any specifications incorporated by reference herein;
    d) special terms and conditions; and
    e) all other attachments incorporated in the contract by reference.

12. **PACKING AND SHIPMENT:**
    a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

GENERAL PROVISIONS

i) show the number of the container and the total number of containers in the shipment; and
ii) the number of the container in which the packing sheet has been enclosed.

b) All shipments by contractor or its subcontractors must include packing sheets identifying: the State's contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

c) Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the contract.

a) Contractor must strictly follow contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the buyer.

b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.

c) On "F.O.B. Shipping Point" transactions, should any shipments under the contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of the State, shall at contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **TIME IS OF THE ESSENCE:** Time is of the essence in this contract.

15. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess goods, and may return them to contractor at contractor's expense or utilize any other rights available to the State at law or in equity.

16. **SUBSTITUTIONS:** Substitution of goods may not be tendered without advance written consent of the buyer. Contractor shall not use any specification in lieu of those contained in the contract without written consent of the buyer.

17. **INSPECTION, ACCEPTANCE AND REJECTION:**

a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering goods and services under this contract and will tender to the State only those goods that have been inspected and found to conform to this contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the contract.

b) All goods may be subject to inspection and test by the State or its authorized representatives.

c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

e) The State shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. **SAMPLES:**

a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the contract.

b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at contractor's expense.

19. **WARRANTY:** Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

a) Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by contractor shall not relieve the contractor of its obligations under this warranty.

b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the goods or services.

20. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this contract on State premises, contractor shall conform to any specific safety requirements contained in the contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this contract in accordance with the default provisions hereof.

21. **INSURANCE:** When performing work on property in the care, custody or control of the State, contractor shall maintain all commercial general liability insurance, workers' compensation

GENERAL PROVISIONS

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

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

a) If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, contractor agrees to take back any affected goods furnished under this contract, terminate any services supplied to the State under this contract, and relieve the State of any further obligation therefor.

b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance of work under this contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.

b) After receipt of a Notice of Termination, and except as directed by the State, the contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

i) Stop work as specified in the Notice of Termination.

ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

iii) Terminate all subcontracts to the extent they relate to the work terminated.

iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:

i) Deliver the goods or to perform the services within the time specified in the contract or any amendment thereto;

ii) Make progress, so as to endanger performance of this contract (but see subparagraph (b) below); or

iii) Perform any of the other provisions of this contract (but see subparagraph (b), below).

b) The State's right to terminate this contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the contractor does not cure such failure within the time frame stated in the cure notice issued by the buyer.

c) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the buyer considers appropriate, goods or services similar to those terminated, and the contractor will be liable to the State for any excess costs for those goods or services. However, the contractor shall continue the work not terminated.

d) If the contract is terminated for default, the State may require the contractor to transfer title and deliver to the State, as directed by the buyer, any:

i) Completed goods, and

ii) Partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the buyer, the contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay contract price for completed goods delivered and accepted. The contractor and buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined that the contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

25. FORCE MAJEURE:

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

a) Acts of God or of the public enemy, and

b) Acts of the federal or state government in either its sovereign or contractual capacity.

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

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any goods furnished or services provided by the contractor in the performance of the contract should fail to conform to the requirements herein, or to the sample submitted by the contractor, the State may reject the same, and it shall become the duty of the contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the contract.

b) In addition to any other rights and remedies the State may have, the State may require contractor, at contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the contractor.

GENERAL PROVISIONS

c) In the event of the termination of the contract, either in whole or in part, by reason of default or breach by the contractor, any loss or damage sustained by the State in procuring any items which the contractor agreed to supply shall be borne and paid for by the contractor.

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to contractor or to make a claim against the contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or neligence of the contractor.

b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by the contractor during the contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by contractor in the performance of this contract.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

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

32. NEWLY MANUFACTURED GOODS: All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the goods or software supplied by the contractor or the operation of such goods pursuant to a current version of contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:

i) That the contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,

ii) That the contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.

d) Should the goods or software, or the operation thereof, become, or in the contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the contractor at its option and expense either to procure for the State the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by the State shall be prevented by injunction, the contractor agrees to take back such goods or software and make every reasonable effort to assist the State in procuring substitute goods or software. If, in the sole opinion of the State, the

GENERAL PROVISIONS

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

e) The contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
   i) The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by the contractor; or,
   ii) The operation of equipment furnished by the contractor under the control of any operating software other than, or in addition to, the current version of contractor-supplied operating software; or
   iii) The modification by the State of the equipment furnished hereunder or of the software; or
   iv) The combination or utilization of software furnished hereunder with non-contractor supplied software.

f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g) The foregoing states the entire liability of the contractor to the State with respect to infringement of patents, copyrights or trade secrets.

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

38. DISPUTES:–

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

b) Pending the final resolution of any dispute arising under, related to or involving this contract, contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this contract.

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

39. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period up to 90 days after the Stop Work Order is delivered to the contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   i) Cancel the Stop Work Order; or
   ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the contract shall be modified, in writing, accordingly, if:
   i) The Stop Work Order results in an increase in the time required for, or in the contractor's cost properly allocable to the performance of any part of this contract; and
   ii) The contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the contractor for loss of profits because of a Stop Work Order issued under this clause.

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

GENERAL PROVISIONS

41. **COVENANT AGAINST GRATUITIES:** The contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the State with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the State shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. **NONDISCRIMINATION CLAUSE:**
    a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
    b) The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
    a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
    b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
    c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
        i) the assignee has not been injured thereby, or
        ii) the assignee declines to file a court action for the cause of action.

45. **DRUG-FREE WORKPLACE CERTIFICATION:** The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
    a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
    b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
        i) the dangers of drug abuse in the workplace;
        ii) the person's or organization's policy of maintaining a drug-free workplace;
        iii) any available counseling, rehabilitation and employee assistance programs; and,
        iv) penalties that may be imposed upon employees for drug abuse violations.
    c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
        i) will receive a copy of the company's drug-free policy statement; and,
        ii) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

46. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. **SWEATFREE CODE OF CONDUCT:**
    a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
    b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or

GENERAL PROVISIONS

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

48. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

49. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of $100,000, the contractor acknowledges in accordance with PCC Section 7110, that:
    a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
    b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to contract with the State.

54. **DOMESTIC PARTNERS:** For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of marital or domestic partner status.

Solicitation Number_____

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form):**

a. Identify current California certification(s) **(MB, SB, SB/NVSA, DVBE):**_____ **or None** ____ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

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

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, 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)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

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2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "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.

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

PROGRAM REQUIREMENTS SUMMARY

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

Pre-award Demonstration Requirements

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

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

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

Contract Award Compliance Requirements

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

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

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

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

STATE OF CALIFORNIA DGS/PD 525 (Rev. 01/05)	**MANUFACTURER'S SUMMARY** **Of Contract Activities and Labor Hours**	**Section I** SOLICITATION NUMBER	AGENCY/DEPT

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

Section II — Manufacturer's Information: Must be completed by the Manufacturer

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

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

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

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

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

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

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

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

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

MANUFACTURER'S SUMMARY
References and Instructions

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

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences[1], the completed *Manufacturer's Summary* must be signed by both the manufacturer[2] and the bidder for each requested preference. The information provided on this form will be used to evaluate the total manufacturing employee labor hours required to complete this contract.

Section I	To be completed by the Bidder

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

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

Section II	To be completed by the Manufacturer

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

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

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

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

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

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

Section III	To be completed by the Manufacturer

Firm & address: Enter the manufacturer's name & address.

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

Contact phone number: Enter the telephone number and fax number for the manufacturer.

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

Signature: Signed by the manufacturer

Section IV	To be completed by the Bidder

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

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

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

STATE OF CALIFORNIA DGS/PD 526 (Rev. 01/2005)	**BIDDER'S SUMMARY** **Of Contract Activities and Labor Hours**	**Section I** SOLICITATION NUMBER	AGENCY/DEPT

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

Section II

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

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

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

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

Section III

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

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

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

BIDDER'S SUMMARY
References and Instructions

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

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences[1], the *Bidder's Summary* form must be completed and signed by the bidder for each requested preference. The information provided on this form will be used to evaluate the total number of bidder employee labor hours required to complete the contract.

Section I

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

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

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

Section II

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

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

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

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

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

Section III

Section III must be completed and signed by the bidder.

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

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

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds $100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

(1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
(2) List complete addresses for each firm named below.
(3) Report projected number of labor hours required to perform the contract for each firm.
(4) Enter the CENSUS TRACT number.
(5) Enter the BLOCK GROUP number.
(6) Identify the California designated TACPA worksite(s) by entering the proper **Criteria** letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
	TOTAL PROJECTED LABOR HOURS:	0.00			

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

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

Target Area Contract Preference Act References and Instructions

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

Section I
Worksite Preference Eligibility and Labor Hours

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

A. The firm is located in a California eligible distressed area(s).

B. The firm will establish a worksite(s) in a California eligible distressed area(s).

C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.

D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.

E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**

F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

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

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

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

Section II
Workforce Preference

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

Section III
Certification for Worksite and Workforce Preferences

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

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

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

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

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

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

STD. 831 (REV. 1/2005) (FRONT)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

ENTERPRISE ZONE ACT PREFERENCE (EZA) REQUEST FOR GOODS AND SERVICES SOLICITATIONS

DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Complete this form only to request EZA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT

Enterprise Zone Act (EZA) preferences are available only if the lowest responsible bid and resulting contract exceeds $100,000. Your firm must be California based. You must certify under penalty of perjury to perform either **50%** of the labor hours required to complete a contract for GOODS or **90%** of the labor hours required to complete a contract for SERVICES in an eligible enterprise zone worksite(s). (Identify in Section I.) The EZA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). EZA addresses can be verified or confirmed with city-county Economic Development Offices or visit the Department of Housing and Community Development website (www.hcd.ca.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

(1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
(2) List complete addresses for each firm named below.
(3) Report projected number of labor hours required to perform the contract for each firm.
(4) Enter the Enterprise Zone Name.
(5) Identify the California designated EZA worksite(s) by entering the proper **Criteria** letter A, B, or C (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin. etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) Projected Labor Hours	COMPLETE FOR ALL SITES LOCATED WITHIN THE EZA PREFERENCE AREA(S)	
			(4) Enterprise Zone Name	(5) Criteria (A, B, C)
	TOTAL PROJECTED LABOR HOURS:	0.00		

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive EZA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the EZA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated EZA worksite(s) claimed in Section I; (3) shall hire persons who are EZA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request to receive EZA preferences. I understand that any person furnishing false certifications, willfully providing false information or omitting information, or failing to comply with the EZA requirements is subject to sanctions as set forth in the statutes.

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

ENTERPRISE ZONE ACT PREFERENCE (EZA) REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Enterprise Zone Act References and Instructions

The Enterprise Zone Act (EZA), GC §7070 et seq., and 2CCR §1896.100 et seq. promotes employment and economic development at designated Enterprise Zones by offering 5% worksite, and 1% to 4% workforce bidding preferences in specified State contracts. The EZA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceeds $100,000. Bidders must certify, under penalty of perjury, to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the contract labor hours required to complete this contract in the eligible EZA area worksite(s) identified in Section I on the reverse side of this page. EZA preferences are limited to 9%, or a maximum of $50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than $100,000 per bid.

SECTION I
Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible EZA worksite by entering the EZA Zone Name and the "Criteria" letter A, B, or C in section 4 and 5, on the reverse of this form, to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California EZA worksite is not identified, or if all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each EZA worksite on the reverse page:

A. The firm is located in a California designated Enterprise Zone(s).
B. The firm will establish a worksite(s) in a California eligible distressed EZA area(s).
C. The bidder will purchase the contract goods from a manufacturer(s) located in a California designated EZA area(s). **This option applies to solicitations for GOODS only.**

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

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

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

SECTION II
Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% EZA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the EZA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," form STD. 831. To claim the workforce preference select or check the appropriate box for percent of requested bid preferences in Section II.

SECTION III
Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested. The penalties associated with the EZA statute are: GC §7084 (g)(1), a business that requests and is given the preference by reason of having furnished a false certification, and that by reason of this certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

(A) Pay to the State any difference between the contract amount and what the State cost would have been if the contract had been properly awarded.
(B) In addition to the amount specified in subparagraph (A), be assessed a penalty in an amount of not more than 10% of the amount of the contract involved.
(C) Be ineligible to directly or indirectly transact any business with the State for period of not less than 6 months and not more than 36 months

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

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

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

To locate California designated EZA sites visit the Department of Housing and Community Development website (www.hcd.ca.gov) and select "Community Affairs." Scroll down and select "Enterprise Zone Programs." Scroll down and select "Enterprise Zone Maps and Street Ranges." You may contact the city or county Planning/Economic Development offices for the proposed worksite location, or the Department of General Services, Procurement Division preference line at (916) 375-4609.

STD. 832 (REV. 1/2005) (FRONT)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

LOCAL AGENCY MILITARY BASE RECOVERY AREA ACT FOR GOODS AND SERVICES SOLICITATIONS

Complete this form if you request LAMBRA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT

Local Agency Military Base Recovery Area (LAMBRA) Act preferences are available only if the lowest responsible bid and the resulting contract exceeds $100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the LAMBRA area you identify in Section I. The LAMBRA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify LAMBRA worksites contact the city or county Planning / Economic Development offices, or visit the Department of Housing and Community Development website (www.hcd.ca.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

1. Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract.
2. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
3. List complete addresses for each firm named below.
4. Report projected number of labor hours required to perform the contract for each firm.
5. Enter the name of the designated LAMBRA site.
6. Identify the California designated LAMBRA worksite(s) by entering the proper **Criteria** letter A, B, or C (see reverse for instructions) in the Criteria column.

(1) Firm Name and Contract Function: (Manufacturing, Transportation, Shipping, Warehousing, Administration, etc.) *Use additional pages, as needed, to fully report worksite information.*	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) Projected Labor Hours	COMPLETE FOR ALL SITES LOCATED WITHIN THE LAMBRA PREFERENCE AREA(S)	
			(4) LAMBRA Site Name	(5) Criteria (A, B, or C)
	TOTAL PROJECTED LABOR HOURS:	0.00		

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99 % of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99 % of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99 % of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive LAMBRA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder: (1) is a California based company as defined in the LAMBRA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a Goods contract, or 100% of the labor hours to complete a Services contract shall be performed at the designated LAMBRA worksite claimed in Section I; (3) shall hire persons who are LAMBRA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate and complete information on this request. I understand that any person falsely certifying, willfully providing false information or omitting information, or furnishing false certification with the LAMBRA requirements is subject to sanctions as set forth in the statutes.

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

LOCAL AGENCY MILITARY BASE RECOVERY AREA ACT FOR GOODS AND SERVICES SOLICITATIONS

LAMBRA References and Instructions

The Local Agency Military Base Recovery Area Act (LAMBRA) GC §7118 et seq. promotes employment and economic development at designated military bases by offering 5% worksite and 1% to 4% workforce bidding preferences in specified State contracts. The LAMBRA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed $100,000. Bidders must certify, under penalty of perjury, to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible LAMBRA area worksite(s) identified in Section I on the reverse side of this page. LAMBRA preferences are limited to 9%, or a maximum of $50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid, and in no case more than $100,000 per bid.

Section I
Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible LAMBRA worksite by entering the qualifying "Criteria" letter A, B, or C in section 5 and the LAMBRA name in section 4, in order to be eligible for the 5% preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied for failure to identify an eligible California LAMBRA worksite, or if all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each LAMBRA worksite on the reverse page:

A. The firm is located in a designated California LAMBRA site.
B. The firm will establish a worksite within a designated California LAMBRA site.
C. The bidder will purchase the contract goods from a manufacturer(s) located in a California designated LAMBRA site. **This option applies to solicitations for GOODS only.**

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

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

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

Section II
Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% LAMBRA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the LAMBRA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage the bidder must have its eligible employees perform the specified percentage of the total contract workforce hours. See Section I, "Total Projected Labor Hours," form STD. 832. To claim the workforce preference, select the appropriate box for percent of requested bid preferences in Section II.

Section III
Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to receive any of the preferences requested pursuant to this form. The penalties associated with the LAMBRA statute are: GC §7118 (g)(1): A business that requests and is given the preference by reason of having furnished a false certification, and that by reason of this certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

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

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

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

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

To locate California designated LAMBRA sites visit the Housing and Community Development website (www.hcd.ca.gov) and select "Community Affairs." Scroll down and select "Enterprise Zone Programs." Scroll down and select "Local Agency Military Base Reuse Act." You may contact the city or county Planning/Economic Development offices for the proposed worksite location, or the Department of General Services, Procurement Division preference line at (916) 375-4609.

PROCUREMENT BUYER / ENGINEERING WORKSHEET

(Rev. 1105)

BUYER INITIALS AND ID: GSPN227 / ER	ACQUISITION DESCRIPTION: ELECTRONIC SUBSCRIPTION
PURCHASE ESTIMATE # AND DATE RECEIVED: 9/20/06 66314	EXEMPT MM 03-10: (Y) N
LIMITED COMPETITION: Y (N)	NCB Y (N) # ____ APPR DATE ____
SOLICITATION #: 55781	JOINT BUYER ENGINEER'S REVIEW OF SOLICITATION: N/A
Buyer's Initital: ____ Date ____ Engineer's Initial: ____ Date ____	
PURCHASE ORDER #: 61388	USE THIS AREA FOR "DO NOT POST": DO NOT POST
WORKING DAYS: 5	SOLICITATION MAIL DATE: 10 / 04 / 06
SOLICITATION DUE DATE: 10 / 11 / 06	

IFB ✓ RFQ ____ PRICE REQ. (AB 737) ____ PHONE QUOTE ____

NUMBER OF DAYS ARO ____ OR DELIVERY DATE 10/15/06 OR AS SPECIFIED ____

PIN2PDF DATE ____ SEQ.# ____

SOLICITATION ATTACHMENT ASSEMBLY INSTRUCTIONS:

ATTACHMENTS MARKED WITH "X" ARE REQUIRED FOR ALL SOLICITATIONS.

____ Specifications (if applicable) ____ Administrative Requirements (if applicable) X Bidder Declaration
X Bidder Instructions/General Provisions ____ Recycle Content Certification (if applicable) ____ DVBE or E-3 Exemption Code
____ Pallet Specification ____ Federal Funds Attachment ____ Public Works Package ____ Drawing ____ Sample
____ Bondability Attachment ____ MSDS Attachment ____ Misc. Provision ____ Service Requirements ____ Frequency Chart
____ Installation Requirement ____ Other ____

Proposed Brand/Model: (____) Yes (____) No

SPECIAL INSTRUCTIONS:

(✓) Estimate over $85,000 - Include TACPA / LAMBRA / EZA / and Instructions.

COPIES TO:

(____) FAO, Attn: Equipment Coordinator
(____) Telecom, 601 Sequoia Pacific Blvd.
(____) DOT, Div. of Equipment
(____) Specification Section: ____
(____) DOT, Material Operations Branch
Attn: ____

( ) Agency: DEPT OF TRANSPORTATION
DIVISION OF TRANSP. PLANNING
1415 11TH STREET
SACRAMENTO, CALIFORNIA 95814
Agency Contact: BARRY PADILLA

Buyer prepares solicitation 9 / 20 / 06

CSCR/BETTY Date ____ / ____ / ____

Forward for Mailing Date: ____ / ____ / ____ Mail Date: ____ / ____ / ____ Initial: ____

SUPERVISOR / (LEAD) APPROVAL: 10-4-06 SOLOK J Sharpe ACQ. / ENGINEERING MANAGER APPROVAL: ____

PE AMOUNT $ 193,520.00 CSCR Y (N) CANCEL/REBID Y (N)

BUYER:
COMPLETE AND STAPLE TO THE BACK OF THE BLUE BUYER SHEET

ACQUISITIONS, CONTRACTS AND FOOD

BUYER BID EVALUATION METHODOLOGY

PE# 66314

SOL# 55781

Date: 9/26/06

Buyer: ERODGERS

Commodity ELECTRONIC SUBSCRIPTION

This procurement is:

☐ NCB ☑ Exempt under MM 03-10

☐ Limited Competition ☐ Qualified under SAM 3555

This IFB ___ RFQ ✓ ___ Informal Phone Quote ___ will be evaluated based upon the lowest responsible bidder meeting administrative requirements and technical specifications, if applicable (PCC 10301) and, as applicable:

DVBE ____ DVBE Incentive _____ Small Business ____ Micro Business ____ NVSA ____

Recycle ____ TACPA/LAMBRA/EZA ____

Bidder Declaration GSPD-05-105 _____ STD.843 _____

Public Works/ Contractor License Requirements _____

Other, as specified for this procurement:

Revised: 2-3-06

DO NOT POST

Solicitation Copies

Solicitation number: 55781

✓ **Bid Room (6)** (1)

✓ **Buyer (1) Name :** EROGERS

___ **Engineer (1) Name :** _____

___ **Lead/Supervisor (1) Name :** _____

LABEL

Previous Awardee: _____

Agency: _____

✓ **Misc. Copies (attach address if needed)** see labels

Name:	# copies

Total number of copies needed: 4

Buyer's signature E Rogers

Date 9/26/06

RECEIVED SEP 26 2006

6

6

Electronic

9/19/06 MP

SOV 55781

STATE OF CALIFORNIA

PURCHASE ESTIMATE

STD 66-PIN (10/89)

Billing Code	Agency Purchase Estimate	Page
60003	22-0398DD	1

Purchase Estimate No.	Revision	Date Prepared	OP Received Date	Date Stock Wanted
66314		9/13/2006	9/19/2006	10/15/2006

Reference Vendor

CALIFORNIA ECONOMIC FORECAST
6489 CALLE REAL, SUITE C
GOLETA, CA 93117
Attn: MARK SCHNIEPP
Phone: 805-692-2498

Ship To

DEPT. OF TRANSPORTATION
DIV. OF TRANSP. PLANNING
1415 11TH STREET
SACRAMENTO, CA 95814
Attn: BARRY PADILLA 9166539248

Charge To

DEPT. OF TRANSPORTATION
DIV. OF TRANSP. PLANNING
P. O. BOX 942874
SACRAMENTO, CA 95814

Agency Contact	Procurement Office
DONNA DECAMARA 916-227-6929	Sacramento

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension

BUYER'S NOTE:

PLEASE FORWARD ONE COPY OF THE IFB FOR ITEM(S) REQUESTED ON THIS ESTIMATE, AND PLEASE ENSURE THAT ALL FIVE (5) COPIES OF THE EXECUTED PURCHASE ORDERS ARE MAILED TO MY ATTENTION TO THE ADDRESS NOTED BELOW OR TO THE PE "CHARGE TO" ADDRESS (VIA THE INTERAGENCY MESSENGER SERVICE).

THANK YOU

DEPARTMENT OF TRANSPORTATION (IMS B-15)
DIVISION OF PROCUREMENT AND CONTRACTS (MS-65)
1727 30TH STREET, 4TH FLOOR
SACRAMENTO, CA 95816
ATTN: DONNA DECAMARA

CALTRANS ACCOUNTING INFORMATION:

SOURCE DIST/UNIT	CHARGE DIST.	EXPEND. AUTH.	SUB JOB	SPECIAL DESIGNATION	F A	AGY OBJ	AMOUNT	FY
74 166	74	606777			7	074	$ 96,760.00	06/07
74 166	74	606777			7	074	96,760.00	07/08

SUBTOTAL: $193,520.00
TOTAL $ 193,520.00

I CERTIFY FUNDS ARE AVAILABLE FOR THE ABOVE PURCHASE _____.
CAROLE McDONALD

_____
DATE

THIS SOLE SOURCE, ELECTRONIC SUBSCRIPTION IS EXEMPT FROM THE NCB PROCESS PER MM 03-10, ATTACHMENT D, #13.

1	LT	7610-000-0009-6	SUBSCRIPTION (BY THE LOT) PRIMAT/PRINTG/PRINTG	193,520.0000	193,520.00

SEE SCOPE OF WORK AND DELIVERABLES ON ATTACHMENT A, OF TWO PAGES, ATTACHED HERETO AND MADE A PART OF THIS PURCHASE ORDER.

BUYER GSLMR36	Approvals Received	Fiscal Year	Account Codes	Approved By
SACTO ACQUISITIONS/TECH STAFF	Y	2007 Funds Expire Y		Date

EVONNE

9/20/06 ROGERS

STATE OF CALIFORNIA

PURCHASE ESTIMATE CONTINUATION

STD 10-PIN (04/98)

Purchase Estimate No.	Revision	Billing Code	Agency Purchase Estimate	Page
66314		60003	22-0398DD	2(Last)

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension

Preferred Brand: CALIFORNIA ECONOMIC FORECAST

* Area ID: 3

Total Value: 193,520.00

CALTRANS WILL HONOR CASH DISCOUNTS IF OFFERED BY THE SUPPLIER AND PAYMENT WILL BE MADE IN ACCORDANCE WITH THE CASH DISCOUNT TERMS AND CONDITIONS SPECIFIED ON THE INVOICE, 45 DAYS AFTER RECEIPT OF THE INVOICE.

INVOICES ARE TO BE MAILED TO:

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
P. O. BOX 942874.
SACRAMENTO, CA 94274-0001
(916) 651-6885

NOTE TO VENDOR
ALL INQUIRES, REGARDING PAYMENT OR INVOICE STATUS ONLY. FOR PURCHASE ORDERS WITH CALTRANS SHOULD BE DIRECTED TO CALTRANS ACCOUNTS PAYABLE INSACRAMENTO AT (800) 303-1160, (LOCAL OR OUTSIDE CALIFORNIA, CALL (916) 227-8946). ALL OTHER CALLS SHOULD BE DIRECTED EITHER TO THE AGENCY CONTACT AT THE NUMBER LISTED ABOVE, OR TO THE BUYER ISSUING THE PURCHASE ORDER.

****
* Enclosures to follow
****

Subscription to
The California Economic Forecast (CEF)
"58-County Plus State Economic Forecast"

Scope

This subscription to the California Economic Forecast (CEF) "58-county plus state economic forecasts" will provide access to county-level and state long-term economic forecast files, reports, data files, models, and annual updates electronically and CDs.

The CEF has compiled, maintains, and continuously updates, a large and comprehensive county-level database of economic and demographic indicators for California. The CEF uses their database to develop and annually update/calibrate county-level economic models and long-term economic forecasts for the state and all 58 counties in California. As such, CEF provides a unique, state-of-the-art product at a competitive price.

Begin Date: 10/15/2006 End Date: 02/28/2010

Deliverables

The subscription to the CEF's county forecasts will include access to the following services and products:

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- The entire 58-county updated historical database as a series of Excel workbooks.

- The Methodology Report, which details modeling, estimation and forecasting process, and updating and revising procedures for county economic models.

The California Economic Forecast (CEF) provides some unique advantages for the County Forecasting Project. County-level economic forecasting is the principal activity of the company. Furthermore, CEF have been producing economic forecasts for

California counties and regions since 1993.

County forecasting models have all been built, which allows CEF to produce local economic forecasts for each of the 58 counties without a significant methodology overhaul or reinvention. The county models are based on sound economic and econometric principals originally developed at the University of California, Santa Barbara, and tested on a number of counties over the years prior to the initial contract with Caltrans in 2000.

No other firm has developed a comparable comprehensive county-level database, forecasting methodology and models. Consequently, CEF can offer this service at a competitive price to their clients.

California Economic Forecast
6489 Calle Real, Suite C
Goleta, California • 93117
(805) 692-2498
www.californiaforecast.com

September 11, 2006

To: Mahmoud Mahdavi, Senior Economist / Contract Manager
Division of Transportation Planning
California Department of Transportation
1120 "N" Street / P.O. Box 942874 (MS-32)
Sacramento, CA 94274-0001
Phone: (916) 653-9525 (mahmoud_mahdavi@dot.ca.gov)

From: Mark Schniepp
California Economic Forecast
6489 Calle Real, Suite C
Goleta, California 93117

RE: Note about Availability of Forecasts for California Counties

---

The California Economic Forecast is the only provider of annually updated economic and demographic forecasts for all 58 county economies in California.

The extent and detail to which we maintain up-to-date economic and demographic databases for all 58 counties in California is probably unmatched by any other known organization in the State or Nation. Furthermore, no other organization maintains economic models built specifically for each California county that provide both updated and routine forecasts of county level economic and demographic indicators.

Mark

9/11/06

Mark Schniepp
President
mark@californiaforecast.com

date

Attachment D
Management Memo 03-10

- Contracts/amendments providing for a contract value between $500,000 and $5 million for non-IT services are reviewed by OHI and approved by DGS.
- Contracts/amendments providing for a contract value between $500,000 and $5 million for IT services are reviewed by OHI and approved by DGS.
- Contracts/amendments providing for a contract value greater than $5 million are reviewed by OHI and DGS and approved by the Department of Finance.

10. Amendments to the California Integrated Information Network (CIIN) Agreement (CNT-001) to add products and services defined as mandatory per Management Memo 97-01 and DOIT Directive 1999-01. These mandatory services are defined as Lineside, Voice Network, Data Services, and Billing Services.

11. Categories of contracts for the purchase of goods or services necessary to achieve program objectives in a timely manner, where the Department of General Services has determined in advance, in writing, that for a specific type of category of goods or services there is no viable competition, or that due to critical time requirements such competition cannot be completed by the exercise of reasonable efforts prior to the time such goods or services are required. Any individual order placed against a specified contract pursuant to this exemption that exceeds $250,000 shall also require the approval of the Department of General Services. Special Category NCB Requests must be approved by the Department's Director and Agency Secretary or immediate next ranking official prior to obtaining DGS approval. Transactions placed against the approved Special Category NCB do not require these signatures. See the website www.dgs.ca.gov/pd for the form and instructions.

12. Proprietary pharmaceuticals and proprietary vaccines for which there are no generic equivalents and for which the Department of General Services will enter into contracts/price agreements with either the manufacturer or distributor. This commodity will be for the proprietary pharmaceuticals, proprietary vaccines purchased for public health programs by the Department of Health Services, Proprietary Vaccines used by state, local and public agency governmental entities, federal contracts as described in the 1990 Sharing Act, Botulism Immune Globulin Program, and pharmaceuticals outlined in Government Code, Chapter 12 (commencing with Section 14977) to Division 3 of Title 2. There will be no dollar limit on these acquisitions; master agreements will be established only by the Department of General Services for purchasing by state and local entities.

13. Proprietary subscriptions, proprietary publications and/or technical manuals (manuals, law books, technical manuals, technical services related to publications, etc.) regardless of media format, up to $250,000.

STATE OF CALIFORNIA

PURCHASE ESTIMATE

STD 66-PIN (10/89)

Billing Code	Agency Purchase Estimate	Page
60003	22-0398DD	1

Purchase Estimate No.	Revision	Date Prepared	OP Received Date	Date Stock Wanted
66314		9/13/2006		10/15/2006

Reference Vendor

CALIFORNIA ECONOMIC FORECAST
6489 CALLE REAL, SUITE C
GOLETA, CA 93117
Attn: MARK SCHNIEPP
Phone: 805-692-2498

803336

Ship To

DEPT. OF TRANSPORTATION
DIV. OF TRANSP. PLANNING
1415 11TH STREET
SACRAMENTO, CA 95814
Attn: BARRY PADILLA 9166539248

Charge To

DEPT. OF TRANSPORTATION
DIV. OF TRANSP. PLANNING
P. O. BOX 942874
SACRAMENTO, CA 95814

Agency Contact	Procurement Office
DONNA DECAMARA 916-227-6929	Sacramento

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension

BUYER'S NOTE:

PLEASE FORWARD ONE COPY OF THE IFB FOR ITEM(S) REQUESTED ON THIS ESTIMATE, AND PLEASE ENSURE THAT ALL FIVE (5) COPIES OF THE EXECUTED PURCHASE ORDERS ARE MAILED TO MY ATTENTION TO THE ADDRESS NOTED BELOW OR TO THE PE "CHARGE TO" ADDRESS (VIA THE INTERAGENCY MESSENGER SERVICE).

THANK YOU

DEPARTMENT OF TRANSPORTATION (IMS B-15)
DIVISION OF PROCUREMENT AND CONTRACTS (MS-65)
1727 30TH STREET, 4TH FLOOR
SACRAMENTO, CA 95816
ATTN: DONNA DECAMARA

CALTRANS ACCOUNTING INFORMATION:

SOURCE DIST/UNIT	CHARGE DIST.	EXPEND. AUTH.	SUB JOB	SPECIAL DESIGNATION	F A	AGY OBJ	AMOUNT	FY
74 166	74	606777			7	074	$ 96,760.00	06/07
74 166	74	606777			7	074	96,760.00	07/08

SUBTOTAL: $193,520.00
TOTAL $ 193,520.00

I CERTIFY FUNDS ARE AVAILABLE FOR THE ABOVE PURCHASE See File.
CAROLE McDONALD
9-18-06
DATE

THIS SOLE SOURCE, ELECTRONIC SUBSCRIPTION IS EXEMPT FROM THE NCB PROCESS PER MM 03-10, ATTACHMENT D, #13.

1	LT	7610-000-0009-6	SUBSCRIPTION (BY THE LOT) PRIMAT/PRINTG/PRINTG	193,520.0000	193,520.00

SEE SCOPE OF WORK AND DELIVERABLES ON ATTACHMENT A, OF TWO PAGES, ATTACHED HERETO AND MADE A PART OF THIS PURCHASE ORDER.

BUYER	Approvals Received	Fiscal Year	Account Codes	Approved By
		2007 Funds Expire Y		D. DeCamara Date 9-14-06

Subscription to
The California Economic Forecast (CEF)
"58-County Plus State Economic Forecast"

Scope

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No other firm has developed a comparable comprehensive county-level database, forecasting methodology and models. Consequently, CEF can offer this service at a competitive price to their clients.

California Economic Forecast
6489 Calle Real, Suite C
Goleta, California • 93117
(805) 692-2498
www.californiaforecast.com

September 11, 2006

To: Mahmoud Mahdavi, Senior Economist / Contract Manager
Division of Transportation Planning
California Department of Transportation
1120 "N" Street / P.O. Box 942874 (MS-32)
Sacramento, CA 94274-0001
Phone: (916) 653-9525 (mahmoud_mahdavi@dot.ca.gov)

From: Mark Schniepp
California Economic Forecast
6489 Calle Real, Suite C
Goleta, California 93117

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Mark

9/11/06

Mark Schniepp
President
mark@californiaforecast.com

date

Attachment D
Management Memo 03-10

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7

7

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PURCHASE REQUEST

ADM 1415 (REV. 10/2001)

SHIP TO: DEPARTMENT OF TRANSPORTATION		DATE PREPARED	BILLING CODE 60003
OFFICE NAME: Division of Transportation Planning		PURCHASE REQUEST NO. PE 61388	CONTRACT, CMAS, PRICE SCHED., OR DELEGATION NO. (PURCHASE AUTHORITY)
1415 11th Street		I.C. NO. (AS REQUIRED)	PURCHASE ORDER NO. (To be completed by Purchasing CD:
Sacramento, CA 95819			
CONTACT: Barry Padilla	M.S. 32 / ROOM # 5124 / PHONE: (916) 653-9248 / FAX: (916) 653-1447	ISSC APPROVAL (Signature)	ISSC PHONE NO.
VENDOR NAME: California Economic Forecast		FOR CAL-CARD PURCHASES ONLY: (PRINT) CARDHOLDER NAME:	PHONE
ADDRESS: 6489 Calle Real, Suite C		MAIL INVOICE IN TRIPLICATE TO: DEPARTMENT OF TRANSPORTATION	
		Division of Planning	32
CITY: Goleta	STATE: CA / ZIP CODE: 93117	ADDRESS: P.O. Box 942874	MAIL STATION
VENDOR CONTACT: Mark Schniepp	PHONE: (805) 692-2498 / FAX: (805) 692-2499	CITY: CA / STATE: 94274-0001 / ZIP CODE:	(916) 651-6885 BUSINESS PHONE

S/B	MBE	WBE	DVBE	FEIN

DATE WANTED	SHIP VIA	F.O.B.	TERMS
12/01/2008	US Postal	N/A	30 days net

QUANTITY	UNIT	P/N NUMBER (IF KNOWN)	GIVE FULL DESCRIPTION - Catalog Reference, Form No., Specs, Etc.	UNIT PRICE	EXTENSION
1	EA		Access to county-level database of economic and demographic	$56,479.00	$56,479.00
			indicators of California. Amended.		
			Start Date: 01-01-2009		
			End Date: 06-30-2009		
			Agency Purchase Estimate		
			22-039800		

REQUESTED BY (Please Print): Barry Padilla	PHONE: (916) 653-9248	DATE RECEIVED	SUB-TOTAL	$56,479.00
REQUESTED BY (Signature): Barry C Padilla 19 Nov 08		RECEIVED BY (Signature)	TRADE DISCOUNT	
CONTACT PERSON, for questions on item(s) ordered. (If different from requester) (Please Print): Barry Padilla		BUSINESS PHONE: (916) 653-9248	FREIGHT	
APPROVED BY (Please Print): Mahmoud Mahdavi		BUSINESS PHONE: (916) 653-9525	SALES TAX 0.000	$0.00
APPROVED BY (Signature): M Mahdavi 11/19/08			TOTAL	$56,479.00

ALTERNATE PRICE(S)	DATE	COMPANY NAME	PERSON CONTACTED	CODE	PHONE NUMBER
QUOTATION # 1 $					
QUOTATION # 2 $					

SOURCE DIST.	SOURCE UNIT	CHG.	EXPENDITURE AUTHORIZATION	SUB-JOB	SPECIAL DESIGNATION	F.A.	AGCY. OBJ.	AMOUNT	FFY
74	161	74	606777			6	074	$56,479.00	08/09

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Subscription to
The California Economic Forecast (CEF)
"58-County Plus State Economic Forecast"
Amended

Scope

This subscription is amended to make the updated (2009) county-level database of economic and demographic indicators of California, compiled and maintained by the California Economic Forecast (CEF), accessible to Caltrans.

Subscription Cost

Total amended Subscription Cost for access to the CEF database: $56,479.00

Subscription to
The California Economic Forecast (CEF)
"58-County Plus State Economic Forecast"

Scope

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STATE OF CALIFORNIA

PURCHASE ORDER/ESTIMATE CHANGE REQUEST

STD. 96 (REV. 4/94)

Purchase Order Change (S.A.M. Section 3566)

SEND TO: DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

AGENCY: TRANSPORTATION		AGENCY CONTACT PERSON: KATIE MCCLAIN	
PROCUREMENT DIVISION BUYER: EVONNE ROGERS		CONTACT PHONE NUMBER: 916 227-5668	CALNET NUMBER: 8-498-5668
PURCHASE ORDER NUMBER: 61388		AGENCY BILL CODE: 60003	PURCHASE ESTIMATE NUMBER: 22-0398DD OR 66314

AGENCY TO COMPLETE

CHANGE TO
(Check one and attach copy of document being changed)

[✓] PURCHASE ORDER [ ] ESTIMATE

A		CONFIRMING 96 FOR ADDITIONAL FUNDS REQUESTED BY O/P	G		CHANGE IN VENDOR'S NAME
B		CHANGE IN QUANTITY	H		MATHMATICAL ERROR OVER $10.00
C		CANCELLATION OF ITEM	I		CHANGE IN ESTIMATE NUMBER
D		CHANGE IN DESCRIPTION, SPEC'S., OR SUBSTITUTION OF MATERIAL	J		INVOICE TERM DISCOUNT IS LESS THAN P.O.
E	✓	ADDITION OF ITEM	K		CHANGE IN F.O.B. POINT
F		CHANGE IN UNIT PRICE	L		OTHER

DESCRIPTION OF PURCHASE ORDER OR ESTIMATE CHANGE

P.E. PG. NO.	LINE NO.	QUANTITY	UNIT	STOCK ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
		1	LT	7610-000-0009-6	SUBSCRIPTION, CALIFORNIA ECONOMIC FORECAST 58-COUNTY LEVEL DATABASE, UPDATED START DATE: JANUARY 1, 2009 END DATE: JUNE 30, 2009	56479.00	56749.00

REASON FOR CHANGE *(See S.A.M. Section 3559)*

AMEND PURCHASE ORDER #61388 TO INCLUDE 2009 UPDATED VERSION OF CEF DATABASE

74 161 74 606777 6 074 $193,520.00 FY 06/07 (ORIGINAL FUNDING LINE FOR PE #66314)

74 161 74 606777 6 074 $56,479.00 FY 08/09 (FUNDS ADDED FOR THIS AMENDMENT)

BUDGET ALLOTMENT TO BE CHARGED - TO BE COMPLETED FOR INCREASE OR DECREASE

PAYABLE FROM FUND	PROGRAM/CATAGORY *(Code and Title)*			FUND TITLE
APPROPRIATION	OPTIONAL USE			
	ITEM	CHAPTER	STATUTE	FISCAL YR.

OBJECT OF EXPENDITURE *(Code and Title)*

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THE UNENCUMBERED BALANCE OF THE DEPARTMENTAL BUDGET PROVISION FOR THE PERIOD, FUNCTION AND OBJECT STATED ABOVE IS CORRECT.

(After T.B.A.) (After B.A.)

ACCOUNTING OFFICER'S SIGNATURE

1. PREVIOUS TOTAL	193520.00
2. AMOUNT OF THIS ESTIMATE INCREASE OR DECREASE	56479.00
3. TOTAL OF REVISED ESTIMATE	$249,999.00

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THE SERVICE SPECIFIED HEREON IS NECESSARY TO PERFORM THE FUNCTION INDICATED; THAT THE COST OF EACH ITEM HAS BEEN CAREFULLY ESTIMATED AND IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, ADEQUATE TO COVER THE ACTUAL COST; AND THAT THE ITEMS SET FORTH ARE IN ACCORDANCE WITH THE CURRENT BUDGET PROVISIONS.

SIGNATURE	PHONE NUMBER	TITLE	DATE
K McClain	916 227-5668	PURCHASING SPEC ANALYST	12/8/08

California Economic Forecast
6489 Calle Real, Suite C
Goleta, California • 93117
(805) 692-2498
www.californiaforecast.com

December 8, 2008

To: Katie McClain
Purchasing
California Department of Transportation
Phone: (916) 227-5668
e-mail: katie_mcclain@dot.ca.gov

From: Mark Schniepp, Director and Principal

Subject: Quote for Subscription

Description:

Subscription is for 58 County level economic forecasts and a State of California forecast. Publications are in PDF format (59 reports) and include 59 excel workbooks detailing the county and state economic and demographic database used to produce the forecasts.

Price for Subscription: $56,479

Start Date: January 1, 2009
End Date: June 30, 2009

Please make check payable to: California Economic Forecast

Please mail to: California Economic Forecast
6489 Calle Real, Suite C
Goleta, California 93117

Thank you

STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

Form GSOP 1-PIN (04/95)

Purchase Order No.	Rev.	Date
61388		10/16/2006

Supplier No.	Solicitation No.	Delivery Date	FOB Point	Invoice Terms
803336	55781	As Specified	Destination	

CALIFORNIA ECONOMIC FORECAST
6489 CALLE REAL, SUITE C
GOLETA, CA 93117
Attn: MARK SCHNIEPP

Phone: 805-692-2498

Ship To:
DEPT. OF TRANSPORTATION
DIV. OF TRANSP. PLANNING
1415 11TH STREET
SACRAMENTO, CA 95814
Attn: BARRY PADILLA 9166539248

Charge To:
DEPT. OF TRANSPORTATION
DIV. OF TRANSP. PLANNING
P. O. BOX 942874
SACRAMENTO, CA 95814

Agency Billing	Agency Purchase Estimate	Purchase Estimate	Revision
60003	22-0398DD	66314	2

Agency Contact	Phone	Date Received
DONNA DECAMARA	916-227-6929	

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
1	2	LT	7610-000-0009-6	SUBSCRIPTION (BY THE LOT)	96,760.0000	193,520.00

THE GENERAL PROVISIONS FOR NON-IT COMMODITIES ARE HEREBY INCORPORATED BY REFERENCE. THESE GENERAL PROVISIONS CAN BE OBTAINED BY PHONING (916) 375-4400 OR BY ACCESSING OUR WEBSITE AT:

www.documents.dgs.ca.gov/pd/modellang/GPnonIT04262004.pdf

THE FOLLOWING INFORMATION IS PROVIDED FOR AGENCY USE ONLY:

PRIME CONTRACTOR: NS

CALIFORNIA ECONOMIC FORECAST IN ACCORDANCE WITH THE ATTACHED SPECIFICATION ATTACHMENT A OF TWO (2) PAGES

START DATE: 10/15/2006
END DATE: 02/28/2010

Total Value: 193,520.00

For the purpose of this order, only F.O.B. Destination will be accepted.

This Purchase order has been registered into the state contact and procurement registration system (https://www.scprs.dgs.ca.gov/). The registration number is 26601006145959.

Sales and/or use tax to be extra unless noted above

Buyer	Phone	BOC Number
EVONNE ROGERS	916-375-4346	

Rita Hamilton

Rogers, Evonne

From: Katie McClain [katie_mcclain@dot.ca.gov]
Sent: Monday, December 08, 2008 10:21 AM
To: Rogers, Evonne
Subject: Fw: Scan From Kyocera Copier

SCAN2334_000.pdf
(212 KB)

Hi Evonne,

Please see below for the Change Order for DGSPO # 61388. The signed copy from Accounting is a little fuzzy so I included the 96 with just my signature too. Let me know if you have any questions.

Thank you!

Katie McClain
Acting Purchasing Branch Chief/
Purchasing Specifications Analyst
Caltrans - Procurement & Contracts, MS 17
(916)227-5668 Fax (916)263-0470
E-mail: katie_mcclain@dot.ca.gov

(See attached file: SCAN2334_000.pdf)

Rogers, Evonne

From: Nash-Lee, Nicole
Sent: Wednesday, December 03, 2008 8:46 AM
To: Rogers, Evonne
Subject: FW: Records Request Confirmation

-----Original Message-----
From: State Records Center [mailto:srcnew@dgs.ca.gov]
Sent: Wednesday, December 03, 2008 8:42 AM
To: Nash-Lee, Nicole
Subject: Records Request Confirmation

Here is your confirmation number of 200812384147
Department: DGS, Unit: Procurement
Address: 707 third st, w.sac, 95685
Requested By: Nicole Nash-lee
Phone Number: 375-4471
Request Date: 12/3/2008
Email Address: nicole.nashlee@dgs.ca.gov
****

Location No: 1214903
Container No: 13
Comments To:
Record, Title, or File No:

Rogers, Evonne

From: Donna Decamara [donna_decamara@dot.ca.gov]
Sent: Wednesday, September 20, 2006 11:00 AM
To: Rogers, Evonne
Subject: PIN 66314

Attachment A.doc
(43 KB)

Good morning Evonne

The hard package was put in the mail to DGS 9/19/2006.

I added the begin date and end date to the attached Scope of Work.

Please call me if you need more information.

(See attached file: Attachment A.doc)

Thanks

Donna DeCamara
Phone: (916) 227-6929
Fax: (916) 227-6140
Phone and Fax: (916) 721-8746 (Mon & Thurs only)
Hrs.: 6:05 AM to 2:35 PM

```
Reference Vendor Number is required for Buyer Approval
PPEFHDP            ***** PURCHASE ESTIMATE SUBSYSTEM *****            PPEFHDM1
Sep 28,06                - PURCHASE ESTIMATE HEADER -                 08:15 AM

*Action (A,C,D,M,N,P,R,X,$):     M
 Purchase Estimate Nbr: 66314_____  Rev: 0    Ext Rev: __ Status: B Approved
*Agency Billing Code: 60003_  Agency PE #: 22-0398DD_______ Prep Date: 09 13 06
 Agency Contact: DONNA DECAMARA_____________      Phone: 916 227 6929
 Date Stock Wanted: 10 15 06                      Op Rec'd Date: 09 19 06
 Approvals Received?: Y                           Sole Source?: N
*Office Loc: ___  Warehouse: __            *Delivery Area: 3_
 Ship To: DEPT. OF TRANSPORTATION__        Charge To: DEPT. OF TRANSPORTATION__
          DIV. OF TRANSP. PLANNING_                   DIV. OF TRANSP. PLANNING_
          1415 11TH STREET_________                   P. O. BOX 942874_________
          SACRAMENTO,  CA  95814___                   SACRAMENTO,  CA  95814___
    Attn: BARRY PADILLA 9166539248_        Enclosures to Follow (Y/N): Y
 Account Codes: __________  ___________   __________  ___________  ___________
 Fiscal Year: 2007   Funds Expire?: Y     Estimate Total Value:     193,520.00
*Reference Vendor #: _______  >        *Bug Reason: ___      Bug Number:
 Buyer: GSPN227_ EVONNE ROGERS          *T/Out Reas: ___ +   *Document Type: _____
 Misc Charges: +                       Express: _  Text: GSLMR48-656264_ BN >
Direct Command: ____________________________________________________________
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
      help  retrn quit  rview lines text                                  main
```

Mary,

IS THIS SOMETHING I CAN DO (BECAUSE I DON'T KNOW HOW) OR IS THIS SOMETHING YOU DO?

HELP.

& THANKS

EVONNE

PENDING

RECEIPT
OF
ARCHIVE
FILE

SF1654

PO # 61388

Notes

9-29-06 Review of SOL 55781

1. Buyer blue sheet: 9-29-06 to 10-6-06 is 5 days

2. Solicitation copy sheet is not complete.

3. SOL page 1 – remove the word "reference brand" and insert the words " California Economic Forecast" under the "subscription by the lot" line.

4. SOL page 2 remove " at the end of the "forecast (CEF)" line