



STATE OF CALIFORNIA
Department of General Services - Office of Procurement

Purchase Order No. **62119** Rev. **6/30/2008** Date

PURCHASE ORDER

Form GSOP 1-PIN (04/98)

Supplier No.	Solicitation No.	Delivery Date	FOB Point	Invoice Terms
803086	56720	240 Days ARO	Destination	

TRANS-WEST TRUCK CENTER, INC
PO BOX 1220
10150 CHERRY AVENUE
FONTANA, CA 92335
Attn: DAVID PRATT

S DEPT OF WATER RESOURCES
h CORPORATION YARD
i 4300 WEST CAPITOL AVENUE
P WEST SACRAMENTO, CA 95691

C WATER RESOURCES_A-36
h ATTN: ACCOUNTS PAYABLE
a P.O. BOX 924836
r SACRAMENTO, CA 94236-001
e

Agency Billing	Agency Purchase Estimate	Purchase Estimate	Revision
81000	6000013396	66934	5
Agency Contact		Phone	Date Received
JOE REILLY		916-653-7681	

Phone: 909-428-5304

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
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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:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pd>

THE FOLLOWING INFORMATION IS PROVIDED FOR AGENCY USE ONLY:

SMALL BUSINESS: NS
FISCAL YEAR: 2007/2008

1	2	EA	2320-233-0119-4	TRUCK/TRACTOR (AS DESCRIBED)	86,639.0000	173,278.00
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TRUCK, TRACTOR, 3 AXLE, GVWR 58,000 LBS.
IN ACCORDANCE WITH BID SPECIFICATION
#2320-08BS-001 (3 PAGES) DATED 2/11/2008.
- AND -
ADMINISTRATIVE REQUIREMENTS (TRUCK, TRACTOR,
3 AXLE, GVWR 58K) (4 PAGES) DATED 2/13/2008.

Brand: STERLING
Model: AT 9513

PO Miscellaneous Charges and Discounts Dollar Value
BATCH ADJUSTMENT (CHARGE) 35.00

Total Value: 173,313.00

F.O.B. DESTINATION REQUIREMENT:

FOR THE PURPOSE OF THIS AWARD ONLY F.O.B. DESTINATION WILL BE ACCEPTED.

THIS PURCHASE ORDER IS BEING AWARDED ON AUGUST 8, 2008 PURSUANT TO GOVERNMENT CODE SECTION 13332.17. ANY ENCUMBRANCES MADE PURSUANT TO THIS PURCHASE ORDER SHALL BE CONSTRUED TO HAVE BEEN MADE ON THE LAST DAY OF THE PRECEDING FISCAL YEAR.

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE ATTACHED TO THE PURCHASE ORDER.

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

Buyer	Phone	BOC Number
JIM MORES <i>Jim Mores</i>	916-375-4468	

Jim Mores

STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62119		6/30/2008	803086	TRANS-WEST TRUCK CENTER, INC

<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Commodity Code</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extension</i>
<p>A ONE TIME RECYCLE FEE OF \$1.75 PER TIRE, FOR TWENTY (20) TIRES TOTALING \$35.00 IS INCLUDED IN THIS PURCHASE ORDER.</p> <p>THIS PURCHASE ORDER HAS BEEN REGISTERED INTO THE STATE CONTRACT AND PROCUREMENT REGISTRATION SYSTEM (SCPRS) (https://www.scprs.dgs.ca.gov/). THE REGISTRATION NUMBER IS: 38600808327225.</p>						

3.4 ELECTRICAL SYSTEM

- System Voltage: 12 Volt
- Alternator: 130 amp (minimum).
- Battery: Maintenance free type with 1825 CCA at 0° F.
- Resettable breakers shall be supplied in lieu of fuses where available.

3.5 TRANSMISSION

The transmission shall have a minimum of 18 forward speeds and four reverse speeds (Fuller 16918B or comparable) and equipped with a water-to-oil transmission cooler. Transmission shall be filled with synthetic oil and labeled as such.

3.6 BRAKES

Self adjusting air brakes with an Anti-lock Brake System (ABS) shall be included. Brakes shall come equipped with an air compressor capacity of 15 CFM (minimum) and include a heated air dryer. The truck shall be supplied with the Trailer Air Brake Package complete with all controls allowing the release of the trailer spring brakes without releasing the truck parking brake.

3.7 STEERING

Steering gear shall have either double steering boxes or a single steering box and a power assist ram.

3.8 WHEELS & TIRES

Ten (10) steel belted radial tubeless type tires, completely mounted and balanced on the wheels, shall be furnished. The front and rear tires shall be size 11R24.5, Load Range H (minimum). All tires shall have a highway type tread. All tires supplied on this order shall be of the same make and model (Front and Rear Tires May Differ in Model), and meet the minimum GAWR. All wheels supplied on the order shall be of the same make and model. All wheels shall be of the 10-stud, hub-piloted, steel type with five hand holds and wheel widths shall be as recommended by The Tire and Rim Association Inc. and the tire manufacturer. Tire chain clearance shall be provided for dual tire chains with triple side chains.

3.9 AXLES

The front axle shall have a Gross Axle Weight Rating (GAWR) of at least 14,000 pounds and shall be set back approximately 40-inches. The front axle shall be equipped with Stemco style hub seals with site glass and shall be filled with synthetic oil and labeled as such. The rear axles shall have a combined GAWR of at least 44,000 pounds and be a single reduction tandem type with both axles driving. Rear axle ratio shall be determined by the truck manufacturer in order to maintain a 65 MPH road speed under full load. The rear axle shall be supplied with an inter-axle lock and a differential lock on the front tandem with controls and an indicator light. The rear axle shall have Stemco type seals filled with synthetic oil and labeled as such. Rear axles shall come equipped with an ABS traction control system that works in conjunction with the ABS braking system.

3.10 SUSPENSION

The front suspension shall be the tapered leaf type with heavy duty shock absorbers. Rear Suspension shall be an air ride type suspension with transverse track bars and heavy duty shock absorbers. It shall include a valve in the cab to release the air pressure in the suspension to aid in loading and unloading of the equipment trailer.

3.11 FRAME

The Resistance Bending Moment (RBM) of the frame shall not be less than 1,500,000 in.-lbs. per rail. The rails shall be fabricated from steel with a minimum yield strength of 110,000 PSI. Each rail shall be full length with no splicing or added extensions. The end of the frame rails shall be tapered.

3.12 TRAILER CONNECTIONS

A Holland model FW35 sliding type fifth wheel shall be supplied and mounted on the truck. The slide shall have a minimum of 35 inches of travel with increments of not less than 2 inches. Slide release/lock shall be air controlled and cab mounted. Mounting height on tractor shall be 50 inches (± 1 inch). Air hoses and a seven conductor electrical connector shall be supplied.

3.13 FUEL TANK

Aluminum fuel tanks with a total capacity of no less than 150 gallons.

3.14 AIR CONDITIONING

A multi-speed cab heater, air conditioning and windshield defroster shall be included. The system shall come equipped with fresh air ventilators or combination fresh air and recirculating ventilation system

3.15 CAB

The following items, supplementing if necessary those items already cataloged as standard cab equipment, shall be furnished and installed:

- 3.15.1 Dual visors
- 3.15.2 Ash tray and 12 volt DC interior power outlet (cigar lighter type).
- 3.15.3 Dual, two-speed, windshield wipers with intermittent feature.
- 3.15.4 Dual windshield washers.
- 3.15.5 Instrument Cluster shall contain, at a minimum the following items:
 - Speedometer
 - Tachometer (with redline indicator)
 - Coolant temperature
 - Primary and secondary air pressure
 - Oil pressure
 - Fuel level
 - System voltage
 - Engine running time (hour meter)
- 3.15.6 Interior lights activated by opening either door and with a manual switch.
- 3.15.7 Cab mounted air horns
- 3.15.8 Right and left outside rearview mirrors shall be heated with control switch inside the cab and shall be stainless steel with 102-inch wide spacing.
- 3.15.9 Visibility window in the lower forward section of the right door or a look down mirror.
- 3.15.10 Steps and grab handles to safely enter and exit the cab on both sides.
- 3.15.11 Floor mats, headliner and full cab insulation.
- 3.15.12 Driver and passenger seats shall be adjustable air-ride suspension type with high back head support and dual arm rests.
- 3.15.13 Seat belts for all seating positions.
- 3.15.14 Interior color shall be one of the neutral colors among the manufacturer's standard colors.
- 3.15.15 Three sets of keys shall be provided.
- 3.15.16 All locks shall be keyed alike.
- 3.15.17 Standard manufacturer's AM/FM/WB (Weather Band) radio, speakers and antenna.
- 3.15.18 Cruise Control.
- 3.15.19 Adjustable tilt and telescoping steering column.
- 3.15.20 Daytime running lights.

3.16 PAINT

The cab, hood and fenders shall be finish painted with the manufacturer's standard white lead-free enamel paint (lead-free: 100-PPM maximum based on dry paint). The finish coat shall be free from runs, drips, sags, etc., and shall be evenly applied to provide a gloss finish.

3.17 MISCELLANEOUS

The following miscellaneous equipment shall be furnished and installed:

- Tow hook(s) or pin(s) mounted on the front for towing the vehicle.
- Standard tool kit including wheel changing tools.
- Rear mud flaps.
- Diamond tread cover on battery box
- Stainless steel quarter fenders over tandem axle.



STATE OF CALIFORNIA
ADMINISTRATIVE REQUIREMENTS
TRUCK, TRACTOR, 3 AXLE, GVWR 58K

66934AR

1 VEHICLE REGISTRATION DOCUMENTS

The original dealer's "Report of Sale" shall be furnished by all California licensed dealers at the time of delivery of each unit or units covered by these specifications. A California certification of compliance for vehicle pollution must be supplied at the time of delivery of each unit. An original weight certificate from a California certified Weigh Master for registration purposes must be supplied at the time of delivery of each unit. A Federal Excise Tax Exempt Certificate will be attached to the purchase order.

All documentation supplied for registration shall contain the following physical and post office box addresses:

State Department Water Resources
1416 9th Street
Sacramento, CA 95814

State Department Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001

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

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

2 WARRANTY

The truck cab and chassis, including but not limited to the engine, drive train, suspension, electrical system, all modifications made to the unit prior to delivery, etc., and any optional accessory, shall be free from defects in workmanship and materials and be covered (parts and labor) under warranty for one (1) year or 12,000 miles, whichever occurs first, following the date the Department of Water Resources puts the unit into service. The Department's Fleet Management Office will notify the supplier by mail of the in-service date and keep a record of the in-service date.

A copy of the manufacturer's standard warranty for the unit, any accessory, optional equipment, and components shall be supplied with each unit at delivery, or upon request. The manufacturer will be held responsible for warranty (commencing from the date DWR's Fleet Management Office puts the unit into service) for the following circumstances:

1. The manufacturer's standard warranty exceeds one (1) year or 12,000 miles, whichever comes first. Under this circumstance, the supplier is responsible until one (1) year or 12,000 miles, which ever comes first, is reached. The manufacturer will be held responsible for the balance of the manufacturer's standard warranty.
2. The supplier is no longer an authorized dealer of the equipment supplied. Under this circumstance, the manufacturer will be held responsible for the balance of the manufacturer's standard warranty. The manufacturer shall establish a fully operational warranty service provider with capabilities equal to or exceeding the supplier's (or his designated warranty provider) within 45 days of the supplier's authorized dealer termination.

If the supplier is not the manufacturer or manufacturer's authorized representative, then a statement agreeing to the warranty conditions stated herein shall be signed by the manufacturer and submitted upon request prior to Purchase Order award.

3 INSPECTION

This order will require a two (2) phase inspection process. For all inspections the unit(s) will be serviced, washed and ready for, as applicable, inspection or delivery. Inspections will begin within five (5) working days from the date of the inspection request by the supplier. It is the supplier's responsibility to contact the DWR's Transportation Office for inspections at (916) 653-9051.

3.1 FIRST PHASE (PRE-DELIVERY INSPECTION)

In accordance with the State Administrative Manual, Section 4112 and the Department of Water Resource's Transportation Office inspection program, each unit will be inspected prior to shipment to the destination on the purchase order. This inspection trip(s) shall be State financed at no cost to the supplier.

Arrangements for pre-delivery inspections shall be made only when multiple units are complete. Each unit shall be identified with the applicable Purchase Order and Line Item. If corrections are needed as a result of the inspection, the corrections shall be made prior to shipment to the purchase order destination. Authorization to deliver unit(s) must be granted by the Department of Water Resources, Division of Management Services, Transportation Office.

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

3.2 PRE-DELIVERY INSPECTION LOCATION

The inspections shall be conducted by the Department of Water Resources, Division of Management Services, Transportation Office. These inspections shall take place at an adequate site provided by the vendor within the State of California. The inspection site shall meet all of the following criteria:

1. The site shall not be the Purchase Order delivery destination. The site shall be paved, secure and zoned for commercial use.
2. The site shall include electricity, lights, water, compressed air and a secure paved lot. The facilities shall also include lift equipment adequate to raise the units and support them on safety stands with a minimum of 12 inches of tire clearance. The supplier shall provide conditions which meet the safety standards of CAL-OSHA and Title 8 of the California Code of Regulations.
3. The adequacy of the site shall be determined by the Department of Water Resources, Division of Management Services, Transportation Office. Contact the Senior Inspector of Automotive Equipment.
4. If the facility is deemed unacceptable by Department of Water Resources, Division of Management Services, Transportation Office, the vendor shall be billed for the inspection trip including wages and expenses. This cost shall be deducted from the purchase order payment.

3.3 SECOND PHASE (FINAL INSPECTION)

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

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

4 DELIVERY

Inspection, delivery, and final acceptance of all units on the Purchase Order shall be within 240 calendar days after the Purchase Order Date. Contact the State of California, Department of Water Resources, Division of Management Services, Transportation Office at (916) 653-9051.

The final deliver, after acceptance, will be to the address listed below.

Department of Water Resources
Corporation Yard
4300 West Capitol Ave.
West Sacramento, CA 95691

Failure of any units to comply with the specifications by the final delivery date may place the supplier in default and may be grounds for the State to invoke Paragraph 25 of the General Provisions, Rights and Remedies of the State for Default. The Department of General Services, Procurement Division will be notified at such time.

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

Complete units upon final delivery with more than 100 miles on the odometer will be assessed \$2.00 per mile for each mile exceeding 100 miles.

This charge shall be deducted from the Purchase Order price for each unit on the Purchase Order.

5 LATE DELIVERY CHARGES

The parties to this agreement acknowledge that the State shall incur actual damages should the supplier fail to perform the work as called out in the contract and specification on the dates set forth herein. The parties, therefore, have agreed to late delivery charges in the amount of \$90.00 per unit per work day.

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

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

It is, therefore agreed, that the supplier will pay the State of California the sum of \$90.00 per unit per work day (as stated above) for each work day the work remains uncompleted or unaccepted by the State, provided the total late delivery charges assessed against supplier shall in no event exceed twenty-five percent (25%) of the total value of the entire order, and the supplier agrees to pay said damages as herein provided. In the event such damages are not paid, the supplier agrees that the State may deduct the amount thereof from any monies due or that may become due said supplier.

6 PAYMENT

Process for payment will be initiated on each unit as units are received and deemed acceptable. The discount period will start after acceptance of each unit on the Purchase Order.

7 QUESTIONNAIRE

The attached questionnaire shall be filled out and will become a part of each bid submitted. Any portion of the questionnaire which is not applicable to the equipment shall be shown as N/A (not applicable).

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

8 GENERAL

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

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

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

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

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

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

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

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

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

Bids will not be considered if supplier's designated F.O.B. delivery destination is other than the delivery address stated in the invitation to bid.

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

"Caravan" or "drive-away" deliveries from points outside the State of California will not be accepted.

The State reserves the right to amend the contract, up to 10% of the Purchase Order amount, to cover deficiencies or inconsistencies within or between the drawings and the technical specifications. These amendments shall cover the cost of any materials involved, and/or the standard shop labor rate for modification or installation. Under NO circumstances shall the total amendment and bid amount exceed the total price of the next lowest bidder.

The State reserves the right to purchase a minimum of one (1) additional units at bid prices for State Agencies and California Local Government Agencies. Orders for such additional units shall be placed within 120 days of bid award date.