

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****MANDATORY****

CONTRACT NUMBER:	1-08-97-35
DESCRIPTION:	Guardrail End Treatments and Components
CONTRACTOR(S):	Modern Alloys, Inc.
CONTRACT TERM:	02/15/2008 through 02/14/2010
DISTRIBUTION LIST:	Posted Electronically on http://www.pd.dgs.ca.gov/contracts/97-35.htm
STATE CONTRACT ADMINISTRATOR:	William Rodriguez 916 375-4462 william.rodriquez@dgs.ca.gov

A handwritten signature in black ink, appearing to read "Adrian Farley".

Adrian Farley, Interim Deputy Director

Date: 02/15/2008

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

1. SCOPE

This contract covers the estimated two (2) year requirements of the State of California, Department of Transportation (DOT) for Guardrail End Treatments and Components. The State's contract with Modern Alloys Incorporated (contractor) provides guardrail end treatments and components at contracted pricing to the State, DOT in accordance with the requirements of Contract # 1-08-97-35. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of guardrail end treatments and components to the State.

The contract term is for two (2) years. The contract contains two (2) extension option(s) for one (1) year or portion thereof. The terms, conditions, and prices for the contract extension option(s) shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term and/or contract extension(s).

2. CONTRACT USAGE/RULES

- A. The use of this contract is mandatory for the exclusive use of the State of California, Department of Transportation (DOT). Other branches of government, constitutional officers, other State agencies, departments, and local governments are not eligible to utilize the contract.
- B. Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contract Manual Volume 2 and 3, as applicable.
- C. Prior to placing orders against this contract, State departments must have been granted purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of the State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- D. State departments are required to have a Department of General Services (DGS) agency billing code prior to using this contract. DGS agency billing codes may be obtained by contacting the DGS billing code contact and providing the following:
 - State Department
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address
- E. Email the required information to the following DGS billing code contacts:
 - marilyn.ebert@dgs.ca.gov and
 - wilson.lee@dgs.ca.gov

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

3. DGS ADMINISTRATIVE FEES

The DGS will bill each ordering department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

For current fees, click on "DGS Price Book" at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm>.

4. CONTRACT ADMINISTRATION

Both the State and the contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

State Contract Administrator: William Rodriguez
Address: DGS/Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (916) 375-4462
Facsimile: (916) 375-4613
E-Mail: william.rodriquez@dgs.ca.gov

Contractor: Modern Alloys, Inc.
Contract Administrator: Rick Chavez
Address: 11172 Western Avenue
Stanton, CA 90680
Telephone: (714) 893-0551
Facsimile: (714) 895-9924
E-Mail: rick@modernalloys.com

5. PROBLEM RESOLUTION

Ordering departments and/or contractors shall inform the State's Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

6. CONTRACT PRICING STRUCTURE

Contract pricing for line item numbers 1 through 4, 6 through 9, and 11 through 13 are contained on Contract Pricing Pages 8, 9, and 10. Delivery locations for Groups 1, 2, and 3 as shown in the table below:

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

Group	Geographic Area	Delivery Locations
1	North Area	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.
2	South Area	Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura.
3	Sacramento Warehouse	Caltrans Warehouse Shipping and Receiving 2001 Evergreen Street Sacramento, Ca. 95816

Price list of components for line item # 5 are contained in Attachment A – North Area I. Price list of components for line item # 10 are contained in Attachment B – South Area II. All contract items are mandatory, there will be no exceptions.

7. PURCHASE EXECUTION

A. State departments must use the Purchasing Authority Purchase Order (Std. 65). An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

B. The contractor will not accept purchase documents DOT without a State issued billing code.

C. All State departments will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor North

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

West Sacramento, CA 95605-2811

8. ORDERING PROCEDURE:

Ordering branches of the DOT are to submit appropriate purchase documents directly to the contractor(s). There are three ordering methods available on this contract:

- U.S. Mail
- Facsimile
- Email

The ordering information for the contractor is listed below:

Company Name: Modern Alloys, Inc.
Address: 11172 Western Avenue
Stanton, CA 90680
Contact Person: Rick Chavez
Facsimile: (714) 895-9924
Email: rick@modernalloys.com

When using any of the ordering methods, all State departments must conform to proper State procedures.

9. MINIMUM ORDER

The minimum order for this contract shall be \$100.00. Orders for less than the minimum order shall be considered non-contract and may be purchased from other sources.

10. ORDER ACKNOWLEDGEMENT

Within 48 hours, the contractor must confirm receipt of the purchase order either via e-mail or facsimile, providing the user a receipt acknowledging the order. The acknowledgement will provide the ordering department with a unique order number for each purchase order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

11. DELIVERY SCHEDULES

Delivery shall be made to any DOT location within California. Delivery is to be completed in full within the specified time after receipt of order (ARO) as follows:

LINE ITEM	DESCRIPTION	CALENDAR DAYS ARO
1, 2, 3, 4, 6, 7, 8, 9	SRT-350, ET-2000, CAT-350, ADIEM-350	Fourteen (14) Days
5, 10	Components for above Kits	Five (5) Days
11, 12, 13	Guardrail Sections	Fourteen (14) Days

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

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

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

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

12. FREIGHT ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

13. SHIPPED ORDERS

All shipments must comply with the State of California, General Provisions, Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf>.

14. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

15. PAYMENT

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

16. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. Ordering agencies should contact the contractor for copies of the Payee Data Record.

17. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. Agencies can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Modern Alloys Inc.	24617415

18. RECYCLED CONTENT

There is no post-consumer content for this contract.

19. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The small business (SB) and disabled veteran business enterprise (DVBE) certifications and percentages for the contractor(s) are listed below. Agencies can verify that the certifications are currently valid at the following website: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

Sub-Contractor Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)
Sierra Safety	11775	6.0	6.0

It is the responsibility of the ordering departments to contact the prime contractor (Modern Alloys) to determine the appropriate small business and DVBE participation for each individual transaction.

ATTACHMENTS

- Attachment A – North Area I – 2007-2008 Price List (Updated 12/20/2007)
- Attachment B – South Area II – 2007-2008 Price List (Updated 12/20/2007)

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

CONTRACT PRICING PAGES
Group 1 – North Area

<u>ITEM NO.</u>	<u>UNIT</u>	<u>COMMODITY CODE</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	EA	9706-999-2001-1	Guardrail End Treatment and Components Brand: Syro Trinity Model: SRT – 350 (CT#9520-2220-0)	<u>1342.00</u>
2	EA	9706-999-2001-1	Guardrail End Treatment and Components Brand: Syro Trinity Model: ET – 2000 (CT#9520-2215-0)	<u>1664.00</u>
3	EA	9706-999-2001-1	Guardrail End Treatment and Components Brand: Syro Trinity Model: CAT – 350 (CT#9520-2310-1)	<u>3727.00</u>
4	EA	9706-999-2001-1	Guardrail End Treatment and Components Brand: Syro Trinity Model: ADIEM – 350 (CT#9520-2410-0)	<u>12300.00</u>
5	EA	9706-999-2000-0	Guardrail and Guardrail Components As described in Attachment A for Group 1 – North Area.	<u>Variable</u>

The State may require components to intermember with Guardrails and End Treatments noted above. The discount from the manufacturer's list price, which may be deducted from such items, is shown below. All purchases from the Price Lists indicated below are subject to the same terms and conditions as contract items listed above. Component Price Lists items below will be a part of the contract. Component items added to the Price Lists by the manufacturer during the contract term may be added to the contract.

Manufacturer Trinity Industries
Percentage Discount: 0 %
Price List number(s): Group 1 – Northern Area
Price List Date(s): 12/20/2007

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

CONTRACT PRICING PAGES
Group 2 – South Area

ITEM NO.	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE
6	EA	9706-999-2001-1	Guardrail End Treatment and Components Brand: Syro Trinity Model: SRT – 350 (CT#9520-2220-0)	<u>1330.00</u>
7	EA	9706-999-2001-1	Guardrail End Treatment and Components Brand: Syro Trinity Model: ET – 2000 (CT#9520-2215-0)	<u>1650.00</u>
8	EA	9706-999-2001-1	Guardrail End Treatment and Components Brand: Syro Trinity Model: CAT – 350 (CT#9520-2310-1)	<u>3692.00</u>
9	EA	9706-999-2001-1	Guardrail End Treatment and Components Brand: Syro Trinity Model: ADIEM – 350 (CT#9520-2410-0)	<u>12300.00</u>
10	EA	9706-999-2000-0	Guardrail and Guardrail Components As described in Attachment B for Group 2 – South Area.	<u>Variable</u>

The State may require components to intermember with Guardrails and End Treatments noted above. The discount from the manufacturer's list price, which may be deducted from such items, is shown below. All purchases from the Price Lists indicated below are subject to the same terms and conditions as contract items listed above. Component Price Lists items below will be a part of the contract. Component items added to the Price Lists by the manufacturer during the contract term may be added to the contract.

Manufacturer: Trinity Industries
Percentage Discount: 0 %
Price List number(s): Group 2 – Southern Area 2
Price List Date(s): 12/20/2007

Contract (Mandatory) 1-08-97-35
Contract Notification and User Guide

CONTRACT PRICING PAGES
Group 3 – Sacramento Warehouse

ITEM NO.	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE
11	EA	9706-478-3302-1	Guardrail End Metal "Deep Beam" corrugated, Type 1, 12 Gauge, 310-mm, (12-1/4") wide, 4115-mm (13'-6") long mounting length, 3810-mm (12'-6") with post mounting hold on 1905-mm (6'-3") center. To be bundled 25 per bundle per drawing #330 (CT# 9520-0010-32)	<u>50.49</u>
12	EA	9706-600-0105-1	Guardrail Deep Beam Anchor Plate Section Guardrail Metal, "Anchor Plate Section" 3810-mm (12'-6") mounting length, 1905-mm (6'-3") between mounting holes (3 post mount), punched for attaching anchor plate (8 holes for 16mm) (5/8" diameter bolts). To conform to Department of Transportation Standard Plans drawing #A771 dated July 2002. To be bundled 25 per bundle per drawing #330 (CT#9520-0105-5)	<u>58.40</u>
13	EA	9706-478-3302-1	Guardrail Guardrail Metal, "Thrie Beam Barrier", 508-mm (20") wide, 4115-mm (13'-6") long. Mounting length 3810-mm (12'-6") with post mounting holes 1905-mm (6'-3") center. The Thrie Beam Barrier, will be as shown on drawing A78A of the State of California, Department of Transportation Plans dated July 2002. To be bundled 25 per bundle per attached drawing #330. The Thrie Beam Barrier shall conform to The requirements in Section 83-2.02B of the State of California, Department of Transportation, Standard Specifications dated, July 2002. (CT#9520-2874-6)	<u>92.44</u>

The State may require components to intermember with Guardrails and End Treatments noted above. The discount from the manufacturer's list price, which may be deducted from such items, is shown below. All purchases from the Price Lists indicated below are subject to the same terms and conditions as contract items listed above. Component Price Lists items below will be a part of the contract. Component items added to the Price Lists by the manufacturer during the contract term may be added to the contract.

Manufacturer: Trinity Industries
Percentage Discount: 0 %
Price List number(s): Group 3 – Sacramento Whse
Price List Date(s): 12/20/2007