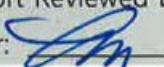


Agenda Report Reviewed by:
 City Manager: 

**CITY OF SEBASTOPOL
 CITY COUNCIL
 AGENDA ITEM**

Meeting March 7, 2023
To: Honorable Mayor and Honorable City Councilmembers
From: Interim Fire Chief
Subject: Budget Amendment Request to Cover Increased Production Costs of New Fire Engine
Recommendation: That the Council Approve the Requested Budget Adjustment
Funding: Currently Budgeted: Yes _____ No X N/A _____
 Net Cost: \$30,075.00

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

INTRODUCTION:

This item is to request City Council approve a budget amendment to cover the cost increase that has occurred since the original order and purchase agreement for the purchase of a Type 3 Fire Engine.

BACKGROUND:

On March 15, 2022, the council approved Resolution # 6414-2022 for the purchase of a type 3 fire engine from Golden State Fire Apparatus (BME) for \$389,242. The City entered contact with BME and the specification and build process began by following all the requirements of the City purchasing policies. The City was notified on February 9, 2023 that due to supply chain issues and general material cost increases, the manufacturer is passing those increase costs on to the customer, as the contract permits.

DISCUSSION:

Global supply chain issues and cost of materials seems to be a common occurrence in these times, with many manufacturers not guaranteeing original quotes. BME’s notification to the city of an unanticipated cost increase in the purchase and build of the new fire engine and passing those cost on to the customer is not outside the scope of our purchase agreement. It should be noted that this purchase replaces a 1996 engine which has exceed its life expectancy. The current engine lacks technology, and safety features and continues to plague the city with high maintenance and repair costs. Its replacement is critical. Cancelling the order would restart the process and inevitably the cost would be more than the increase to our current bid including this cost increase. It would also delay production and delivery of this engine.

It should also be noted that the Budget Committee was notified via email of such price adjustment. They are in support of such request being brought to the full City Council for discussion and consideration.

GOALS:

This item reflects the City Council Goals and Values as listed below:

The City of Sebastopol is committed to maintaining a high quality of life for current and future members of our community, through excellent public service and careful stewardship of its financial, human, and natural resources.

Goal 1: Maintain the Long-Term Financial Stability and Sustainability of the City of Sebastopol and Operate City Government in a Fiscally Responsible Manner

ENVIRONMENTAL REVIEW

The proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA).

PUBLIC COMMENT:

As of the writing of this staff report, the city has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

The City Council has 3 options:

1. Cancel the purchase and go back out for a new bid; or
2. Approve an increase to Equipment, Vehicle and Infrastructure Reserve Fund by \$30,075 to account 104-31-02-5100 by the attached resolution; or
3. Approve reallocation for utilization of an existing placeholder for a rescue fire truck currently budgeted in Equipment, Vehicle and Infrastructure Reserve Fund to accommodate the \$30,075 price adjustment. This action requires no further budget adjustment and would be minute order for such action.

The Fire Department prefers and recommends for the City Council consideration of Option 2.

RECOMMENDATION:

That the Council Approve a budget adjustment/amendment as necessary to fund the cost increase, thus, keeping the construction and delivery of the new fire engine on track.

ATTACHMENT(S):

Resolution
Rate increase and justification letter from BME
State Contract
Purchase Agreement with Golden State Fire Apparatus Inc (BME)
Purchase Order

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING A BUDGET AMENDMENT TO COVER THE COST INCREASE TO THE ORIGINAL PURCHASE AGREEMENT FOR THE TYPE 3 FIRE ENGINE

WHEREAS, the City of Sebastopol adopted resolution 6414-2022 on March 15, 2022 for the purchase of a Type 3 fire engine from Golden State Fire Apparatus (BME) for \$389,242; and

WHEREAS, the city entered into contact with BME Fire Truck Manufactures in the amount of \$389,242 to starting the specification and build process which has begun; and

WHEREAS, due to global supply chain issues and construction material cost increases to be a common occurrence in these times with many manufactures not guarantee the original price quotes; and

WHEREAS, the purchase agreements permits the manufacturer to pass the increase costs on to the City; and

WHEREAS, cancelling the order would restart the purchasing process delaying production and delivery and inevitably the costs of a new purchase would be more than our current bid price including the cost increase; and

WHEREAS, staff has presented the City Council with 3 options:

1. Cancel the purchase and go back out for a new bid; or
2. Approve an increase to Equipment, Vehicle and Infrastructure Reserve Fund by \$30,075 to account 104-31-02-5100 as stated in this resolution; or
3. Approve reallocation for utilization of an existing placeholder for a rescue fire truck currently budgeted in Equipment, Vehicle, and Infrastructure Reserve Fund to accommodate the \$30,075 price adjustment. This action requires no further budget adjustment and would be minute order for such action.

WHEREAS, the Fire Department prefers and recommends for the City Council consider of approving Option 2. The proposed budget allocation for this request is an additional \$30,075 to cover the cost increase to the original purchase agreement for the Type 3 Fire Engine. The account codes for this budget allocation will be 104-31-02-5100; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol does hereby approve the budget amendment of 30,075 identified in the account listed in this resolution to provide for the cost increase of the Type 3 Fire Engine.

PASSED, APPROVED AND ADOPTED this 7th day of March 2023, by the following vote:

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by City of Sebastopol City Council following a roll call vote:

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED: _____

Mayor Neysa Hinton

ATTEST: _____
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____
Larry McLaughlin, City Attorney



4600 S Apple Street
Boise, Idaho 83716

Toll Free: (800) 445.8342
Local: (208) 338.1444

February 9, 2023

Dear Valued Customer,

Thank you for being a loyal BME customer. For years, we have strived to provide the best products and services at an affordable rate.

Although we have tried our best to keep the price of our apparatus low, our costs have increased significantly. With delayed deliveries, chassis surcharges, vendor price increases, and higher fees for labor and overhead, BME will not be able to build apparatus under the old contract price. BME has found it necessary to go to the Department of General Services (DGS) and request a price increase of \$30,075 for each apparatus, which is outstanding on contract #1-17-23-21B.

BME ordered Cal Fire/customer (tag-on) chassis when the PO was issued initially, and then they were finally accepted by the chassis manufacturer when the order bank opened. But due to supply chain issues, chips, and manufacturing difficulties, International/Freightliner, unfortunately, has taken 18-24 months to build a chassis from the time of order.

DGS granted BME the increase of \$30,075 for each apparatus utilizing contract #1-17-23-21B. This is a mandatory price increase for all State, cities, counties, special districts, California State University and the University of California systems, K-12 school districts, and community colleges empowered to expend public funds (California Public Contract Code Section 10298).

BME would like to complete the trucks, but we understand that this price increase is significant and beyond our control. If this change is not acceptable or agreed upon, BME will work with your agency to cancel or void the PO / Contract and move forward with other options.

Chad Moffat
President

Justification for Price Increase

Contract 1-17-23-21B for Type III Fire Engines was awarded on behalf of the California Department of Forestry and Fire Protection (CAL FIRE) on May 25, 2017. The contract was for Type 3 Fire Apparatus, radio, equipment, automatic vehicle locator (AVL) packages, and lettering/stripping for CAL FIRE. The initial term of this contract was May 25, 2017, through May 24, 2020, with two (2) possible one-year (1-year) extensions. Both extensions were utilized. The contract was terminated on April 7, 2022, and a new contract took effect on April 8, 2022.

In September 2022, the contractor, Boise Mobile Equipment (BME), reached out to the Department of General Services – Procurement Division (DGS-PD) regarding eight (8) purchase orders for thirty-one (31) units, that were submitted prior to the contract expiration date. Five (5) of the purchase orders placed with BME were for one (1) or two (2) units, with the remaining orders consisting of six (6), eight (8) and eleven (11) units. The oldest purchase order in this group was placed on June 24, 2020 (1 PO), with the remaining orders placed on April 25, 2021 (2 PO's), June 21, 2021 (1 PO), June 24, 2021 (2 PO's) and June 30, 2021 (2 PO's). As BME accepted the purchase orders they reached out to International to obtain the chassis, and other vendors to obtain the components needed to build the units.

Due to the impact of Covid (supply chain issues, freight delays, material shortages and production stoppages) the production schedule for these Type III engines were delayed, and BME was in contact with CAL FIRE regarding these issues.

Starting in July 2021, BME's vendors started notifying BME of cost increases for materials and labor due to the ongoing supply chain issues. These cost increases resulted in a cost increase to BME of \$32,104.07, of which BME is asking to pass on to the State the additional cost of \$30,075.00 per unit, as follows:

Sup #	Chassis Number	Contract Price	Proposed Increase - each	New Price	% Change
7	3164	\$279,944.09	\$30,075.00	\$310,019.09	10.74%
9	3145 – 3163, 3165 - 3175	\$288,342.41	\$30,075.00	\$318,417.41	10.43%

Based on these increases, if the purchase order price remains as is, BME will either be required to absorb the difference or cancel the eight (8) purchase orders. If the orders are amended there is a price increase for the thirty-one (31) engines. If CAL FIRE is required to order these engines under the new contract there is a greater price increase, shown as follows:

Current State	Quantity Ordered	Original Price	Total PO Amount
Existing purchase order	1	\$279,944.09	\$279,944.09
Existing purchase orders	30	\$288,342.41	\$8,650,272.30
Original Purchase Order Price:			\$8,930,216.39

Option	Quantity Ordered	Updated Price	Total PO Amount
Update existing purchase order	1	\$310,019.09	\$310,019.09
Update existing purchase orders	30	\$318,417.41	\$9,552,522.30
Amend Purchase Order Price:			\$9,862,541.39

Option	Quantity Ordered	New Contract Price	Total PO Amount
Cancel and issue new purchase orders	31	\$345,460.66	\$10,709,280.46
Difference Between Two Options:			\$846,739.07

DGS-PD has been notified by multiple suppliers and contractors that there are lengthy production delays as these conditions are the result of COVID impacts (raw material shortages, supply chain issues, factory closures, etc.). Typically in these situations, the State has the option to enter into Public Contract Code 6611(b) if it is determined to be in the best interest of the State. However, this contract ended April 7, 2022 and so 6611 cannot be used to amend the contract. However, Administrative Order 17-01 (AO 17-01) states "Multiple Award Agreement/Schedule contracts (aka "orders") executed by state agencies may survive beyond the Multiple Award Agreement/Schedule contract term." Under this authority, the purchase order "aka orders" survives the term of the contract and can be amended. Based on the current market conditions for fleet vehicles, and the authority noted in AO 17-01, DGS-PD will approve the price increase for the units on the CAL FIRE purchase orders.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES – PROCUREMENT DIVISION



Invitation For Bid

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

DUE DATE 5/5/2017		Responses must be delivered to the Procurement Division before 2:00 PM on the Due Date		
SUPPLIER NAME AND ADDRESS	Event ID: 0000004969	REV. 3	DATE 5/03/2017	PAGE 1 of 29
	____ % CASH DISCOUNT FOR PAYMENT WITHIN ____ DAYS SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30.	SHIP TO: As Specified		ARE YOU CLAIMING PREFERENCE AS A CALIFORNIA CERTIFIED SMALL BUSINESS? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, MANUFACTURER? YES <input type="checkbox"/> NO <input type="checkbox"/> ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? YES <input type="checkbox"/> NO <input type="checkbox"/>
SUPPLIER CONTACT:		RETURN TO:		FOR FURTHER INFORMATION, CONTACT: BUYER: Vanessa Vaughn PHONE: (916) 375-4451 EMAIL: Vanessa.Vaughn@dgs.ca.gov
NAME (PRINT)		DGS/PROCUREMENT DIVISION		
TITLE		707 3rd Street, 2nd Floor, MS 201		
SIGNATURE		West Sacramento, CA 95605		
DATE		Attn: Bid Room, Vanessa Vaughn		
PHONE		Event #000000XXXX		
EMAIL		Business Unit: 77601		
FEDERAL EMPLOYER IDENTIFICATION NUMBER		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.				

(Contract Reference Number 23-21B) PD Reference Only
Business Unit (BU): 77601

ADDENDUM #3
May 3, 2017

Subject solicitation for Type 3 Fire Apparatus is hereby modified to reflect the following changes:

- A. Attachment 1 – Pricing Workbook Addendum 2 has been updated to reflect changes to the Type 3 Fire Apparatus Radio Package “totals” on the Summary Page. The State will also accept the Pricing Workbook, Addendum 1 version and will make necessary changes to the Summary Page at the time of bid evaluation.
- B. Attachment 2A – Product Specification 4210-3819R2 dated May 3, 2017 is hereby incorporated with Addendum #3

Note: This addendum must be signed and submitted with the bidder’s bid response package.
All other terms and conditions remain the same.

1. SCOPE

This solicitation covers the estimated three (3) year requirement of the State of California Department of Forestry and Fire Protection (CalFire) for Type 3 Fire Apparatus. The contract resulting from this solicitation will be mandatory for CalFire and all other State of California Departments requiring this type of fire apparatus. This resulting contract will also be available for use by participating local agencies.

The term of the contract resulting from this solicitation will be for three (3) years. The contract will contain two (2) extension options for one (1) year or portion thereof. If a mutual agreement for a contract extension cannot be met, the contract may be terminated at the end of the current contract term and/or contract extension.

CalFire protects the State of California from fires, responds to emergencies, protects and enhances the forest, range and watershed values while providing social, economic and environmental benefits to the citizens of rural and urban California.

The Type 3 Fire Apparatus will be used by CalFire to respond to emergencies, which may include extensive traveling on mountain roads and forest truck trails that will impose extreme stress on all components. Safety of the fire crew shall be of the utmost concern in all phases of construction. The highest quality materials, state of the art components, including wiring, shall be utilized in the design and construction of the finished Type 3 Apparatus described in this bid solicitation.

The specification describes the general design and construction requirements to be utilized by the successful Bidder to construct multiple complete, workable, Type 3 initial attack fire apparatus. The apparatus will be constructed with a polypropylene booster tank on vendor supplied 4 X 4 chassis and shall be capable of meeting the present and future needs of the California Department of Forestry and Fire Protection.

The completed apparatus shall be capable of operating reliably while responding to structure fires, wild land fires, urban search and rescues, traffic accidents and medical emergency incidents during a variety of weather conditions and altitudes both on highway and off road in the urban and rural interface of California.

2. KEY ACTION DATES

Invitation for Bid (IFB) Release: 4/5/2017

Bidder's Conference: April 18, 2017 from 1:00p.m. to 3:00p.m.

Bidder's Conference location: 707 3rd Street West Sacramento, CA 95605 in the Auditorium.

Last day to submit questions: 4/14/2017

Response to Questions Posted: Administrative: 4/21/2017, and Technical 4/25/2017

Invitation for Bid (IFB) Due: **5/5/2017**

Cost Opening at 2:00p.m. on **5/5/2017** – bid due date.

3. CURRENT CONTRACT

The historical value based on expenditures from the current mandatory statewide contract, number 1-13-23-21B for Type 3 Fire Apparatus is approximately \$17,792,670.18 over four (4) years.

4. QUANTITIES

Quantities shown for each line item on Attachment 1 – Pricing Worksheet are estimations for evaluation purposes only. The estimated quantities are based upon anticipated purchasing for a three (3) year period. Actual purchasing may vary from this pattern. The State will not guarantee that these quantities will be purchased. Consequently, there is no guaranteed dollar value for this contract. The State will not be obligated to purchase Contractor's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in this solicitation.

5. BIDDER QUESTIONS

All Bidders are encouraged to carefully review all pages of this solicitation. All questions, comments, and concerns should be immediately directed to the buyer in writing within at least four (4) working days prior to bid due date. All questions and/or concerns should be sent via email to Vanessa.Vaughn@dgs.ca.gov.

Any Bidder's failure to raise concerns, in writing, related to the solicitation requirements or failure to report an incorrect referenced internet link within at least four (4) working days prior to the bid due date will be deemed a waiver of the bidder's right to protest any decision for contract award relating to the solicitation requirements.

6. BIDDERS' CONFERENCE

A Bidders' Conference will be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the IFB and the procurement process. Suppliers are encouraged to attend the Bidders' Conference. The time, date and place of such conference are included in Section 2, Key Action Dates.

The State may also accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. A transcript of the discussion, or those portions which contain the questions and appropriate answers, will be posted to the State's Cal eProcure website at www.caleprocure.com. Written requests are to be submitted to the Procurement Official identified on the first page of this IFB document. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the transcribed data.

Oral answers shall not be binding on the State.

7. CLARIFYING INFORMATION

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

8. STATE OF CALIFORNIA ENVIRONMENTALLY PREFERABLE PURCHASING (EPP)

The State of California, Department of General Services, Procurement Division (DGS PD) is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by the California Public Contract Code (PCC), Chapter 6, Sections 12400-12404, and supported by the Governor's Executive Order S-20-04. By signing the Completed Bid Response form, the Bidder is certifying that the products or services offered under this solicitation are in compliance with PCC Section 12404.

The law requires "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods and services that serve the same purpose". Also, the procurement process must consider, to the extent feasible, the product's associated impacts from the product's raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, and safety as well as the needs of the purchaser, and cost.

Item 2 in the Attachment 2A of the bid specification requires a cab and chassis engine that meets all California Air Resources Board (CARB) emissions requirements. CARB certifications are required with bid submittal.

9. ATTACHMENTS

The following list identifies the applicable documents for this solicitation:

- Attachment 1 – Pricing Worksheet
- Attachment 2A – Type 3 Wildland Fire Apparatus, specification number 4210-3819 dated March 30, 2017.
- Attachment 2B – Type 3 Equipment/Radio Package, specification number 4210-3819EQ dated March 30, 2017.
- Attachment 2C- Type 3 Lettering/Striping Package for CalFire, specification 4210-3619LTR dated March 30, 2017.
- Attachment 2D – Specified Alternative Brands Listing
- [Attachment 3](#) – Contract Reporting Data
- [Attachment 4](#) – Customer Reference Form
- [Attachment 5](#) – Bidder Declaration Form (GSPD-05-105) REV 08/09
- [Attachment 5a](#) –Commercially Useful Function (CUF) Worksheet
- [Attachment 6](#) – California Disabled Veteran Business Enterprise (DVBE) Program Requirements REV 09/03/09
(Requirement waived, form not applicable)
- [Attachment 7](#) – California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions REV 09/03/09
- [Attachment 8](#) – Disabled Veteran Business Enterprise (DVBE) Declaration Form (STD. 843) REV 05/06 (If Applicable)
- [Attachment 9](#) – Postconsumer-Content Certification REV 10/09
- [Attachment 10](#) – Darfur Contracting Act
- [Attachment 11](#) – Alternative Protest Process Regulations
- [Attachment 12](#) – California Civil Rights Laws Certification
- [Attachment 13](#) – Federal Debarment Certification
- Attachment 14 – Federal Excise Tax Exemption Certificate

10. BIDDER INSTRUCTIONS

The Bidder Instructions (rev 11/09/2011) applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/GSPD451-110911.pdf>

11. GENERAL PROVISIONS

The General Provisions (rev 06/08/2010) applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

12. METHOD OF AWARD

This solicitation shall be awarded on an "All or None" basis to the lowest responsive and responsible Bidder meeting all administrative and technical requirements, terms, and conditions of this solicitation.

13. BIDDER REQUIREMENTS

To demonstrate that Bidders meet or exceed the requirements in this bid solicitation, all Bidders (including Joint Bidder) must complete and provide the following documentation within bid submittal package.

- A. Provide a copy of the current final stage vehicle manufacturer's occupational license issued by the California Department of Motor Vehicles per Vehicle Code section 11700; and a valid copy of dealer's license issued by both California and the state where business is located; along with a copy of the occupational and dealer's license of the California joint bidder (if applicable). **No Exceptions.**
 - o If Bidder is sub-contracting the manufacturing of the completed Apparatus/Trucks as described herein, the Bidder shall submit in writing, the name and location of the sub-contractor(s), and verify that the sub-contractor(s) meet the aforementioned requirements. **No Exceptions.**
 - o Provide proof of certification identifying at least two (2) employees who are currently certified and have attended O.E.M factory available training equal to Navistar's "Diamond Logic Builder software (DLB) and Advanced Diamond Logic Integrated Solutions" showing completion of the training necessary for advanced programming of the O.E.M Body Control Systems. This certification is necessary for the registration of modifications and programming of the chassis and body configuration with the O.E.M main database.
 - o Provide documentation of having two (2) previous consecutive years in the fabrication of the following:
 - o Minimum of eighty (80) Type 3 or larger initial attack fire apparatus with polypropylene booster tanks or similar on a minimum 33,000 pound GVW chassis or larger

Please see Section 41, Customer References. Customer References must provide complete customer contact names, phone numbers, type, model and style of the apparatus.

- B. Provide documentation that Bidder employs welders or inspectors currently certified by the American Welding Society (AWS) or have received professional training available from recognized trade schools/learning institutions and are skilled in the fabrication of vehicle bodies constructed of aluminum.
- C. Provide documentation that employees are currently certified or have attended factory available training equal to Navistar's "Vehicle Integration Training" or have received similar OEM qualified "vehicle modifier training" from the manufacturer of the proposed chassis. This training is required to modify or interface the chassis and body configurations; this includes OEM training on multiplex electrical circuits.

A bid that does not contain the minimum Bidder qualification items named above, or if the information is later proven false, shall be considered non responsive and rejected by the State.

14. DESCRIPTIVE LITERATURE

Any descriptive information or narrative provided by the Bidders at the time of bid shall be listed in the same order with the same numbering as specification 4210-3819. Failure to comply with this requirement may cause the bid to be rejected.

All information provided by the Contractor at any time during the contract shall be in the same order with the same numbering as specification 4210-3819.

15. ADDITIONAL REQUIREMENTS

1. Reference Model

A reference model #34 Type 3 Apparatus may be available for Bidder viewing at the Bidders' Conference on the date listed in Section 2, Key Action Dates. Additional visits to view the previously purchased vehicles must be scheduled by "Appointment Only" with CalFire, Mobile Equipment Management, in Davis, California to arrange.

The reference model #34 Type 3 Fire Apparatus may be a prior year model and should be used only as a reference for general dimensions, quality of construction, placement of components, fit, finish and the critical construction clearances that CalFire requires and as a model for other minor details.

The reference model may not necessarily incorporate all of the provisions of the current specification and the Contractor will be responsible for those changes, additions or adjustments as necessary to accomplish the objectives and descriptions of this specification. After bid award, a Type 3 Fire Apparatus may be made available for further examination at a mutually agreed upon location and time, but the additional viewing of this vehicle cannot interrupt the daily crew schedule or interfere with any emergency crew mission.

2. Preconstruction Conference

A pre-construction conference shall be held at the State of California CalFire Davis facility between the manufacturer's representatives, a member of their engineering staff, construction supervisor and a minimum of four (4) State representatives within 30 calendar days after receiving a formal notification of contract award. The awarded Bidder shall contact CalFire to schedule and arrange date and time of the preconstruction conference. This conference shall be held prior to the start of any construction. The purpose of this meeting is to review the specifications and resolve any questions concerning the specifications and/or any variations of the chassis.

At the Pre-Construction Conference, Contractor shall provide the Distribution Plan (See Section 29) and the scale drawings listed in Section 15.3.

3. Vehicle Drawings

Drawings shall be submitted with the bid as follows:

- Drawings submitted with the bid shall only depict basic vehicle layout including a top view, compartments and all four sides
- Drawings submitted with the bid do not need to include any dimensions
- Dimensions entered on drawings submitted with the bid will not be evaluated for purposes of award
- Specification response shall take precedence over the drawings

Blueprint drawings should be made available for review by State representatives at the pre-construction conference. Generic drawings are not acceptable. These engineered 3 dimensional "CAD" or isometric drawings shall include exploded views of all details and dimensions of construction including the following items:

- Scale drawing of Cab/Chassis being bid.
- Pump panel layout
- Water tank and location
- Schematic of OEM Cab/Chassis electrical wiring and Components
- Exhaust system location
- Body assembly and mounting, seating
- Scale drawing depicting vehicle major component configuration/layout (Height, Width, Length, Angle of Approach and Departure) overall vehicle
- Hardware, rear bumper assembly, HVAC system and mounting, and the location of emergency lighting.
- All exterior aluminum tread plate areas, access steps, grab rails, complete parts list and etc. shall be included
- Storage areas (height, width and depth) including door opening if different from storage sizes.

Within 30 days of the completion of the pre-construction completed, drawing will be submitted to the State for approval. All drawings shall meet ANSI standards and shall be approved by a licensed Professional Engineer. When the drawings are accepted, State representatives shall sign the drawing and return to the supplier to signify that work

on the Type 3 Fire Apparatus can begin. These drawings shall be used by the inspection team to accept the vehicle at the time of delivery.

4. Production Schedule

At the pre-construction conference, the Contractor shall submit (in writing) tentative production schedule based upon the OEM chassis manufacturers estimated time of delivery. A subsequent written "firm delivery schedule" shall be submitted within thirty (30) days after the manufacturer's chassis order has been placed, and shall be based upon the OEM's expected delivery dates at the time of chassis order. The Contractor must have the chassis order placed within thirty (30) calendar days after the conclusion of the pre-construction conference.

At the maximum, the first Type 3 apparatus shall be completed within 272 calendar days after conclusion of the pre-construction conference and receipt of written approval of all changes from the pre-construction conference.

The Contractor shall be allowed a maximum of sixty (60) days between the first unit acceptance and the completion of the first group of six (6) vehicles per the delivery schedule and no more than eleven (11) months from conclusion of the pre-construction conference. The remaining apparatus shall be completed at the minimum rate of six (6) each per month until completion of the purchase order.

This timeframe will ensure the Type 3 apparatus has been built to the satisfaction of CalFire and if any discrepancies are noted during the construction which may result in design changes, they shall be corrected prior to any further construction.

All deliveries are due on or before the last business day of every month. Should the last day of the month fall on a weekend or holiday, the delivery shall be made no later than the next business day.

NOTE: Failure to meet the delivery schedule may result in penalties being assessed as stated in Section 15.19, Liquidated Damages.

5. Cab & Chassis Requirements

The Contractor shall provide the cab & chassis and construct a complete workable Type 3 apparatus utilizing a commercially available 4 X 4 cab & chassis as specified later in this bid solicitation.

The odometer reading of each completed vehicle cannot exceed 5,000 miles at time of delivery to CalFire. There will be a penalty charge assessed of \$1.00 per mile for each vehicle delivered with an odometer reading in excess of 5,000 miles, which will be deducted from the Contractor's invoice.

NOTE: Chassis pre-payment and/or progress payments for materials is not offered in this IFB or any subsequent purchase order.

6. Current Production

The vehicle cab/chassis must be new and unused, in current production and have not been sold prior to due date of the bid. The supplied cab/chassis shall be listed as the current year production model, or subsequent model year that meets all Federal and California Air Resources Board (CARB) requirements for most diesel engine emissions at the time of chassis order. The use of any used, rebuilt, non-current or prototype production materials, proprietary products or components is prohibited.

7. Controls and Accessories

All Contractor installed controls or accessory items that are interfaced or connected into the main OEM chassis, engine, transmission or electronic management system shall be installed as directed by the chassis manufacturer using OEM specified hardware and/or components. All programming parameters must be downloaded into the OEM chassis manufacturer's main data base by individual VIN.

8. Fabrication Details

Minor details of construction and materials where not otherwise specified shall be left to the discretion of the Contractor who shall be solely responsible for the design and construction of these components. Any and all changes to the specification shall be agreed upon in writing by Calfire and the Contractor. Such details and other construction that is not specifically covered herein or not in variance with these specifications, shall conform to the specifications as

outlined in the National Fire Protection Association (NFPA) Standard # 1901 latest edition and/or US Code of Federal Regulations, Title 49, subchapter 6.5 motor carrier safety section, latest editions, where applicable, and/or any changes or additions made to these specifications since that date.

If the cab and chassis are delivered with accessories or fittings that prevent the mounting of the State department's specified components, (e. g. cab roof air horns, etc.) then such items shall be removed and all applicable body work will be accomplished by the Contractor.

During the fabrication process certain parts, pieces or components may become unnecessary to the completion of the Apparatus. Disposition of such parts shall be as directed by the State representative.

9. General Construction

All material and components shall be new and unused. All bolts shall be a minimum of cadmium-plated heat-treated, "SAE" Grade 5 of proper length. All threaded nut fasteners shall have flat washers installed beneath the bolt head and nut and feature self-locking nuts or be of a flange bolt and nut design. Any original equipment manufactured special design bolt (i.e., SAE Grade 8 flanged head, long-shoulder bolt, or "Huck" bolt) which is removed from the chassis during fabrication shall be reinstalled or replaced by the same type/grade or equal to ensure equivalent performance requirements as the removed fastener. All fasteners will be properly torqued to the manufacture's specifications.

All welds shall be free of slag, internal and external. All workmanship, welding, cutting, fabrication, and assembly shall be of high quality and in conformance with good manufacturing practices. All welding shall be according to AWS standards. Flame-cut edges shall be finished for a neat and uniform appearance. No welding or cutting will be permitted on the basic chassis without the State Representative's approval. All manufactured or supplied parts will be **free of sharp edges**.

All brackets, braces, fittings, and other attachments shall be bolted to the frame or chassis utilizing existing holes in the standard truck frame wherever possible. If additional bolt holes are required, they shall be drilled through the web of the frame, at least twice the "hole" diameter distance from the start of the frame flange radius and in accordance with the O.E.M chassis manufacture's guidelines. All frame-mounted assemblies shall utilize SAE Grade 8, flange headed bolts and nuts. The use of rivets shall be restricted to "blind" areas and only where alternative fastenings are not feasible.

Components shall be located for ease of inspection, routine maintenance or removal. Drains, oil and fuel filters, filler plugs, grease fittings, air and water lines, etc. shall be located so that they are readily accessible and do not require special tools for servicing.

If the Apparatus body construction causes restriction(s) to the O.E.M chassis, main fire pump, or auxiliary pump, lube fittings, oil and fuel filters, spring pins, etc., removable accessory panels shall be provided. Remote lube extensions, oil drains or fill extensions shall be installed for easy access of normal routine maintenance.

Securing of air, water, fuel and/or electrical lines, looms or harnesses shall not utilize stick-on or adhesive backed plastic fasteners. Insulated metal clamps or clips shall be provided or O.E.M chassis manufacturer provided plastic clamps or bands can remain in place and do not require replacement with insulated metal clamps or clips. The use of O.E.M style heavy duty "zip-ties" is acceptable.

All body construction, sub-assemblies, individual or O.E.M components (e.g.), compartment doors, electrical harnesses, plumbing, pump panels, mounting brackets, shelving, etc. supplied by the vendor shall be manufactured to a tolerance that guarantees absolute interchangeability between all completed units and may be tested at any time during the contract.

10. Specified Alternative Brand Listing

Bidders that offer alternative brands other than reference brands are required to complete and submit with their bid an Attachment 2D, Specified Alternative Brand Listing. The Bidder shall complete Attachment 2D by filling out all requested and required information, which supports every item that each Bidder is offering that is not the reference brand. The Bidder shall provide with the bid all supporting catalogs, documentation, and/or performance materials that signify that the offered alternate product as being equivalent or better than the reference brand. The State will review each product to determine its eligibility; it is the State's right to accept or decline any offered products.

11. Quality Assurance

The Contractor shall prepare and submit a written Quality Assurance Plan check list for each apparatus under construction. This check list, by serial and job number shall record the satisfactory completion of each of the operationally tested item(s) or task(s) during the construction phase.

The written Assurance Plan shall include all steps, checkpoints, forms and other documentation included in the Contractor's "Quality Control Program". This check list shall be made available for the State department representative to review during construction of any vehicle and a completed copy, signed off by the project manager, shall be submitted to the State department representative prior to the pre-acceptance operational test of each unit. This plan must be submitted to the State department representatives during the pre-construction conference. The Contractor shall make the final inspection and operation test of each completed vehicle prior to notifying the State department representative that a unit has been completed and is operationally ready. These certification tests shall consist of, but not limited to:

- a. The inspection of all fabrication, construction and assemblies for details and completeness and proper operation of all accessories.
- b. Checking all service (lube, oil, air water) requirements of the completed vehicle and servicing as necessary with OEM recommended lubricants.

12. Vehicle Preparation

The Contractor shall service all installed components with the OEM manufacturer's recommended lubricant or coolant. Service shall be prior to initial testing or operation of said components, (e. g. air cleaners, gearboxes, drivelines, live reels, radiators Freon, radiator coolant and etc.). The Contractor assumes full responsibility for failure or damage to components caused by lack of, or improper service.

13. Personnel Protection

Guards, shields, or other protection shall be provided where necessary in order to protect personnel from injury from hot, moving or rotating parts during non-maintenance operations.

14. Inspection Trips

The State department representative shall conduct inspection trips as described below. The scheduling of the required factory inspection trips will be discussed during the pre-construction conference.

- Inspection Trip #1: Four (4) State department representatives shall travel to the Contractor's fabrication facility for the quality assurance progress inspection including plumbing and body build-up construction of the agency's initial vehicle under construction.
- Inspection Trip #2: Four (4) State department representatives shall travel to the Contractor's fabrication facility for the pre-delivery inspection/tilt table testing for the agency's initially completed vehicle. Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks (SAE J2180) per NFPA 1901 and NFPA 1906, Section 4.13 Vehicle Stability shall be required. The vehicle shall be able to be tilted to 27 degrees before lifting a front or rear tire.
- Optional Inspection Trips: Up to four (4) State department representatives shall travel to the Contractor's fabrication facility for two (2) randomly selected inspections to ensure contract compliance.

If **additional** inspection trips are desired by the State department representative, those trips will be at no cost to the Bidder.

It shall be the Contractor's responsibility to notify the State department representative five (5) working days in advance when requesting an inspection and to minimize the number of trips by scheduling multiple vehicles for each inspection trip.

Any changes to the vehicle design arising as a result of these inspections shall be agreed to in writing. A revised specification shall be created and a change in price may be negotiated.

15. Pre-Delivery Inspection

After completion of the first vehicle, the Contractor shall contact the State's representative to schedule a pre-delivery inspection of the vehicle at the Contractor's manufacturing facility. The pre-delivery inspections may be scheduled in conjunction with the required factory inspection trips.

Pre-delivery inspections on remaining vehicles that are not conducted at the manufacturing facility will be conducted at the Contractor's closest CAL Fire facilities in Northern California. It is to the Contractor's benefit to have as many vehicles' completed during the time of the required factory inspections so that any pre-delivery inspection deficiencies may be corrected prior to delivery.

Note: Any transportation to and from repair facilities will be the sole responsibility of the Contractor. If shipped to a CalFire facility, will not be consider delivery of vehicle but only a "shipped to destination."

The "Pre-delivery Inspection" is not the "Acceptance Inspection" and will be conducted within 14 days of the actual arrival date of the vehicle by written notification from the vendor. All items noted during the "Pre-delivery Inspection" shall be repaired, refinished or replaced prior to the actual delivery. If items listed on the inspection list have not been repaired/replaced prior to delivery to the CalFire Mobile Equipment Facility it shall be the State's right to reject the vehicle at the time of delivery until all repairs have been successfully completed to the satisfaction of State.

It shall be the Contractor's responsibility to notify State Representative five (5) working days in advance for scheduling of any progress or pre-delivery inspections and/or prior to shipping of the completed vehicle. To minimize the number of trips, multiple vehicles may be scheduled for each inspection trip.

16. Repeat Inspections

If additional inspections are required by the Contractor or necessary because of Contractor scheduling, inspection rejections or other Contractor related cases, such repeat inspection trips shall be at the expense of the Contractor at the rate as follows:

\$50.00 per hour including all travel and transportation expenses (includes travel time). The hourly rate shall be for a minimum eight (8) hour day if overnight travel is required. All expense claims for needed repeat inspection trips as described above shall be calculated at actual costs incurred, with receipts furnished to the Contractor along with a reimbursement request/claim.

Transportation expenses for repeat inspections may consist of the charges for commercial carrier fares, private or State vehicle mileage allowances, overnight and day parking charges, bridge and road tolls, necessary taxi, bus or street car fares and all other charges essential to the transportation of the State department representative Sacramento, Ca. to the Contractor's manufacturing facility and return.

Note: Out of State travel expense and transportation for repeat inspection trips shall be arranged and pre-paid for by the Contractor, the State department representative hourly inspection rate shall be deducted from the invoice for the particular vehicle that requires a repeat inspection.

17. Travel Expenses

All travel and transportation expenses for the State department representative(s) for the required pre-construction conference and inspection trips shall be arranged and pre-paid for by the Contractor. The travel and transportation expenses shall be arranged from Sacramento, California to the Contractor's manufacturing facility and return. Transportation expenses consist of the charges for commercial carrier fares, lodging, meals, rental vehicles including fuel, private or State vehicle mileage per mile, overnight and day parking for State or privately owned vehicles, bridge or road tolls, taxi or street car fares and all other charges essential for transportation.

When air travel is used, the State department representative personnel shall use Sacramento International Airport. Claims for transportation by the scheduled airlines shall be allowed at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date the flight originated.

Travel expenses shall be allowed in accordance with current CalHR travel expense and per diem rates that can be found at:

<http://www.calhr.ca.gov/pages/search.aspx?k=travel%20rates#k=travel%20and%20per%20diem%20rates>

Note: Out of state travel, should the contract be awarded to a Bidder whose fabrication facility is located outside the State of California, all travel and transportation expenses for the State department Representatives shall be arranged and pre-paid by the Contractor. Travel and transportation expenses shall be arranged from Sacramento, Ca. to the Contractor's manufacturing facility and return.

18. Final Acceptance/Delivery

The Contractor shall deliver all completed Calfire Apparatus as directed to the State's dedicated service shop location listed below:

<p>CALFIRE STATE SERVICE SHOP LOCATION Department of Forestry and Fire Protection: CALFIRE Mobile Equipment Facility 5950 Chiles Road Davis, CA 95618</p>
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Other local governmental agencies locations will vary, depending on the city or county ordering the apparatus.

The completed vehicle as presented to the State representative for the "final" acceptance shall be cleaned, internally and externally (freshly washed and chamois) and delivered full of fuel. The final acceptance and operational check shall be accomplished within five (5) working days by the State representative after delivery.

This inspection shall include: Specification compliance, workmanship, appearance, proper operation of all components and systems, re-inspection of items/repairs noted during the pre-delivery inspection and that all documents and manuals are present. In the event that deficiencies were not corrected and/or additional deficiencies are detected, the vehicle shall be rejected and the Contractor shall be required to make the necessary repairs, adjustments or replacements. Upon completion of any repairs, replacements or adjustments and the return of the vehicle to the State designated facility, re-inspection and acceptance will be completed within five (5) working days.

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

Payment and/or commencement of a discount period (if applicable) shall not be made until all defects are corrected and the vehicle is accepted. The Contractor shall be responsible for any and all costs associated with returning a rejected vehicle to their designated repair center and return to the State.

Completion of the final acceptance and operational check by the State department representative shall in no way release the Contractor from satisfying the requirements of the contract, specifications or warranty.

Note: Additional inspections may be required if quality or production issues arise.

19. Liquidated Damages

Bidders acknowledge that the State shall incur actual damages should the awarded Contractor fail to perform the work as specified herein; or should the awarded Contractor be unable to deliver the completed vehicles within the agreed timeframe upon awarded Contractor's production schedule. Work days are seven (7) days per week, regardless of State or Federal observed holidays. The awarded Contractor shall pay for rental rate charges in the amount specified below for a comparable unit:

- Reasonable costs associated with the rental or lease of a comparable apparatus in the event of an emergency, not to exceed \$500/per day, per vehicle.

Late delivery charges shall be assessed until the final acceptance and delivery of the completed vehicle to the specified State department. The total late delivery charges assessed against the Contractor shall in no event exceed twenty-five (25 %) of the total value any late delivery of the purchase order.

The Bidder shall agree to pay all late delivery charges as herein described. In the event that such late delivery charges are not paid, the Bidder agrees that the State shall deduct the amount thereof from any monies due or that may become due to the Bidder.

20. Vehicle Manuals

At the time of completion of the first accepted apparatus, the Contractor shall furnish one (1) electronic master version of “as built” electrical and plumbing schematics, complete component and parts lists, serial numbers, line setting tickets (or equal), maintenance requirements etc. A separate schematic of the chassis OEM wiring shall be included.

This information shall be furnished to State department representative in a print ready version of “Microsoft Word” (or equal) to match the CalFire’s 6804 “Green Book” Manual. The State must be able to add information or “write” to the disk. The State department representative shall furnish the Contractor with a sample for proper layout and formatting of the pamphlet during the pre-construction conference and upon State department representative acceptance of the Contractor’s supplied information and format, the State department representative shall provide for the printing of the pamphlet.

In addition, with each apparatus delivery, the Contractor shall supply two (2) each apparatus “Green Book” for their respective completed apparatus. All service and operator manuals shall be placed in 8 ½” X 11” binders. One (1) binder shall be labeled “Apparatus Copy Do Not Remove” and placed in a zippered case; the other binder shall be labeled “Shop Copy”. An unlocked electronic version of the apparatus “Green Book” shall be provided on a USB flash drive. The electronic version shall allow the agency to print any page or range of pages or the entire manual.

21. OEM Cab & Chassis Publications

The following cab and chassis owner/ operators’ manuals shall be supplied with each delivered apparatus:

- Two (2) copies of Operator’s or Owners’ Manuals applicable to the OEM cab and chassis shall be supplied for each vehicle.
- Two (2) copies of the OEM Service Manual for the make, model, year of the cab and chassis shall be supplied for each vehicle, an electronic version is acceptable.
- Two (2) copies of line set tickets or a bill of materials of reproducible quality shall be provided. (This ticket shall identify each major component of the vehicle by name, model, and/or part number so as to be usable for obtaining parts once the vehicles are in the field as complete fire apparatus). If the line set ticket or portion thereof is installed in cab, the location will be coordinated with the State Representative.

Apparatus Manuals

Upon delivery of the first completed apparatus, the Contractor shall furnish one (1) electronic master version of “as built” electrical and plumbing schematics, complete component and parts lists, serial numbers, line setting tickets (or equal), electronic pump governor instructions, maintenance requirements, etc.

This information shall be furnished to CalFire in a print ready version of “Microsoft Word” (or equal) to match the CalFire’s 6804 “Green Book” Manual. Note: CAL FIRE must be able to add information or “write” to the disk. The CalFire shall furnish the Contractor with a sample for proper layout and formatting of the manual during the pre-construction conference.

In addition, with each apparatus delivery, the Contractor shall supply two (2) each apparatus “Green Book” manuals for their respective completed apparatus. The manuals shall be 8 ½” X 11” binders and shall consist of copies of all service and operator manuals including all information required in the CalFire 6804. Each binder shall include an electronic CD copy of the complete binder. One (1) binder shall be labeled “DO NOT REMOVE FROM ENGINE” and enclosed in a “zippered” case; the other shall be labeled “Shop Copy”. Prior to completion of the contract eight (8) additional “master copies” shall be supplied to CalFire.

22. Vehicle Registration

Registration for each completed apparatus with the California Department of Motor Vehicles (DMV) shall be completed by the Contractor. At the time of delivery for each completed apparatus, the Contractor shall provide the following:

- Bill of Sale/Application for Registration.
- Certified Weight Certificate for each group (Tare Weight)
- Emission Control Certification (if such separate Certification is required by DMV).

23. Vehicle Weight Rating and Payload

The CalFire is extremely concerned about the curb weight, payload allowance, center of gravity, weight distribution and side hill performance due to the equipment and personnel to be carried and the unique operating conditions encountered. The chassis manufacturer's published gross vehicle weight rating for the vehicle shall not be altered.

At the time of the pre-construction conference, the Contractor shall provide CalFire with the calculated axle weights and center of gravity projections that predict the degree of allowable tilt for the completed apparatus as proposed by the manufacturer. It shall have a loaded weight distribution of 60% rear and 40% front, plus or minus 10%, and a side to side tire load variation of no more than 7%.

24. Weight Certificate

Upon the delivery of each apparatus the Contractor must provide a certified weight certificate showing the total "Tare" weight for each apparatus that is delivered. Weight documents from a certified scale shall also show actual loading on the front axle, rear axle, and overall vehicle (when applicable with water tank full but without personnel, equipment and hose). The group size shall be determined by CAL FIRE and the California Department of Motor Vehicles during the delivery schedule.

25. Side Hill Performance

Tilt Test:

Upon completion of the first apparatus, CalFire will require the first completed model be "Tilt Table" tested in a fully loaded condition as defined in NFPA 1901, Section 4.13, Vehicle Stability by the following weight distribution recorded from an actual working Model #34. The apparatus must meet the minimum NFPA 1906 current edition required side hill performance tilt of minimum 27 degrees in both directions with a fully loaded condition before lifting a front or rear tire. The tilt table test must be conducted with CalFire Representatives in attendance and all cost associated with this testing shall be the responsibility of the Contractor.

If the completed apparatus fails to meet the minimum side hill performance requirements, the Contractor shall have no more than a total of thirty (30) business days to correct all deficiencies and re-submit a compliant and acceptable apparatus. If the Contractor cannot deliver a compliant and acceptable apparatus within the thirty (30) business day time frame, the State shall initiate termination for default at its discretion.

Twist Test:

The prototype vehicle shall be tested for body twist by raising opposite wheels of the apparatus twelve (12) inches off the ground (e.g. the front left wheel and the right rear wheel(s) shall be raised at the same time). While the vehicle is in the twisted condition, all the compartment doors shall be opened and closed to ensure that there is no binding and that all the compartments latch properly. Then the other set of wheels (e.g. front right wheel and the left rear wheel(s) shall be raised at the same time) shall be lifted twelve (12) inches off the ground and the compartments shall be inspected/tested. The twist test of the prototype vehicle shall be witnessed by CalFire.

At any time during the contract, the State may request this test be performed on any vehicles ordered.

26. Test Facility:

During construction and at the time of the pre-delivery inspection, a product test area shall be provided by the Contractor at the Contractor's site for use of both the Contractor and the CalFire representatives. The test area shall be paved, and provide shelter from environmental elements during the testing and the initial "Acceptance Inspection". The testing area shall be adjacent to a pump testing facility. The pump test facility shall have all equipment and provisions, including water capacity to perform a NFPA 1911 compliant pump test from draft.

27. Apparatus Certifications:

The Contractor shall make a final inspection and operational test of each completed apparatus prior to notifying the CalFire Representative that the unit has been completed and is operationally ready for the CalFire pre-acceptance inspection.

The Contractor shall provide a completed NFPA #1901 Fire Apparatus Delivery Inspection Form (Annex B) with each completed apparatus verifying the individual apparatus has been inspected.

28. Cal Fire Representative

CalFire Representatives shall monitor the Contractor in all phases of fabrication including final testing of each Apparatus produced according to this contract. The term “CalFire Representative” as used in this bid solicitation will be a Forestry Equipment Manager II assigned to the CalFire Fleet Management section.

29. Manufacturer’s Representative

The Contractor shall identify a qualified manufacturer’s representative and a back-up representative, who must be employees of the Contractor’s company. This provides assurance that the contract will be adequately supported even if the primary representative is unable to perform his/her duties due to illness or other circumstances.

30. Technical Support

The successful Bidder must be able to show evidence that adequately qualified staff will be readily available to provide timely technical support or training to the State department representative at such locations as required by the State department representative during the initial warranty period. Support shall be available either through employees of the bidding company or through sub-contracts that are in place at the time of the bid opening. If the Bidder is not the manufacturer, the Bidder cannot fulfill this requirement with personnel employed by the manufacturer unless the Bidder has a binding contract with the manufacturer to provide technical support for this specification. Upon request, the Bidder shall identify the name(s) and qualifications of the technical support personnel.

31. Final Manufacturers I.D. Label

A final stage manufacturer’s identification label shall be attached into each completed apparatus cab on the driver’s side of the apparatus. The label shall be in compliance with the Federal Code of Regulations, Title 49, Part 567 section 567.4 and 567.5 as applicable.

It is the responsibility of the final stage manufacturer to certify that each completed apparatus meets all applicable safety standards of the National Highway Traffic Administration and the California Bureau of Motor Carrier Safety as applicable. The final completed vehicle certification label is the responsibility of the final stage manufacturer.

32. In-Service Notification

Apparatus delivered to the State facility may not be placed into service immediately upon final acceptance. The “In-Service” date shall be no longer than ninety (90) days after final acceptance. The State representative shall notify the Contractor in writing of the actual in-service date and mileage.

33. Warranty and Repairs

Warranty Type	Number of Years
General Warranty	10 Years
Batteries	3 Years
Air Conditioning	2 Years (Unlimited Mileage)
Cab & Chassis	12 Months or 12,000 Miles (Whichever Occurs First)
Fire Pump	5 Years (From date Apparatus is placed In-Service)
Plumbing	10 Years (From date Apparatus is placed In-Service)
Valve	10 Years
Booster Tank	Lifetime
Apparatus Wiring	10 Years
Emergency Lighting	5 Years
Audible Warning Control	Siren Control - 5 Years Speaker- 2 Years
Paint Finish	5 Years

a) General Warranty

- The Contractor shall warrant each new vehicle manufactured or assembled to be free from any structural defects in material and workmanship for a minimum period of ten (10) years from the date that the vehicle is placed in service by the State.
- For specified items or components from other manufacturers whose warranties have different time limitations, the component manufacturer warranty will be the warranty enforced. In the event the component manufacturer is unable to fulfill his warranty obligations, the successful Bidder shall assume the warranty obligations for the component's original warranty timeframe.
- The warranty period for each vehicle, including components from other manufacturers that carry different time limitations, shall start with the in-service date of the vehicle, not the date of the component manufacture and shall be the responsibility of the vehicle manufacturer until those warranty periods expire.
- Exclusions from the warranty shall include parts or components becoming defective as a result of misuse, negligence, accident, failure to provide routine maintenance or normal wear and tear items. Warranty certificates and/or cards shall be supplied for each individual vehicle. The State's preventive maintenance program shall be considered sufficient to meet all warranty requirements.
- Warranty issues during the 10 year general warranty or component warranty periods shall be at the Contractor's expense. The Contractor shall repair or replace any defective part or materials at no cost to the State department during these time frames. The Contractor may dispatch a traveling mechanic to perform minor warranty repairs. The use of a traveling mechanic in the performance of minor repairs does not relieve the manufacturer from the provision of the required Northern and Southern California parts and repair facilities. Traveling mechanics are to be used to minimize out of service time only, not substitute as a parts and repair facility.
- If it is necessary for State department representative to deliver the vehicle to the Contractor's authorized Northern or Southern California repair facility, the Contractor must notify State department representative within 24 hours after the vehicle is delivered with an estimate of repair down time. The Contractor shall be responsible for any and all OEM installed chassis component(s) that fail prematurely or are damaged from improper installation or construction by the vehicle manufacturer.
- The vehicle shall be maintained and serviced by a State journey level repair technician in accordance with State Guidelines. Repair Technicians performing routine service and emergency repairs during the Contractor's or subcontractor's warranty period shall not void any warranties.
- As State department representative vehicles operate over a large portion of the State and the vehicles must be repaired throughout the State, the Bidder must indicate by letter the procedure to be followed by State department representative in handling items and conditions covered by warranty or guarantee, this information must accompany the bid.
- Batteries shall have a minimum three (3) year warranty.

b) CalFire In-Shop Warranty Repairs

After delivery and during the ten (10) year warranty period, if the Contractor is unable to provide warranty repairs in a timely manner, supply parts or requests to have CalFire perform In-Shop Warranty repairs, the Contractor agrees to reimburse CalFire for any and all labor costs and replacement parts charges associated with any authorized CalFire In-Shop Warranty Repair.

Upon Contractor notice and in an effort to keep vehicle down time to a minimum during emergency conditions and due to the remote location of various CalFire facilities, (e. g. "Fire Season") CalFire reserves the right, (after notifying the Contractor) to proceed with any emergency repair of Contractor responsibility. Contractor pre-approval shall be obtained by CalFire prior to any work being done that exceeds three (3) hours. CalFire's preventive maintenance program shall be considered sufficient to meet all warranty requirements.

c) CalFire In-Shop Warranty Agreement

When equipment is purchased for/by CalFire, a section of the specifications requires the Contractor to enter into an In-Shop Warranty Agreement. The terms of the In-Shop Warranty Agreement for this equipment are as follows:

- Labor rate charged by CalFire will be \$95.00 per hour
- Warranty claims will be processed on a CalFire Work Order (ME-107) unless the vendor/ manufacturer furnish their standard warranty form.
- Contractor's flat rate time schedules shall be used as a guide for In-Shop Warranty repair time. If a Contractor's flat rate time schedule is not available, CalFire will use the time that is recorded on CalFire Work Order.
- Replacement parts ordered from the vendor/manufacturer will be available within 5 working days from the date of notification, whether the order is made by telephone or in writing.
- Replaced parts will be held 60 days for inspection by the vendor/manufacturer.
- OEM's parts will be used as replacement parts; or, if OEM parts are not available, after-market parts of equal or better quality will be utilized.
- Copies of invoices for all parts will be provided to the Contractor.

CalFire will contact the Contractor for authorization to perform In-Shop Warranty repairs as stated in this agreement. Only under extreme emergency conditions will In-Shop Warranty be performed without prior authorization. If CalFire decides that the State will not perform the warranty work, the supplier shall pick up the unit within 48 hours of notification, written or verbal.

The In-Shop Warranty Agreement shall remain in effect until all conditions of the warranties in this State of California specification and in the OEM's warranty expire.

d) Air Conditioning Warranty

The air conditioning system that is installed in the ECT body shall be provided with a two (2) year unlimited mileage warranty that covers all components, including but not limited to workmanship, chaffed or broken electrical harnesses, hoses and loss of refrigerant.

e) Cab & Chassis Warranty

The commercial O.E.M cab & chassis manufacturer's published warranty shall be for a minimum period of twelve (12) months or 12,000 miles, whichever occurs first. The warranty period will commence when each completed vehicle is placed in field service by the CalFire.

Additional O.E.M warranty periods that reflect the cab and chassis as being used in the Fire Service must be applied. Prior to final acceptance by the State, the vehicle manufacturer shall be responsible for any O.E.M cab & chassis required service work, warranty repairs or break downs while in-route to the designated final FOB delivery point.

After CalFire's final acceptance of the completed unit from the vehicle manufacturer, it shall be CalFire's responsibility to facilitate any cab and chassis warranty repairs with the Contractor.

f) Fire Pump Warranty:

The pump Manufacturer's warranty shall ensure the main and auxiliary pump, including the power unit as supplied by the pump manufacturer shall be free from defects in materials and workmanship under normal use and service for a minimum period of five (5) years from the date the unit is placed in service, and agrees to make good any part thereof, including attached equipment and trade accessories. Established service and parts supply facilities must be located in the State of California.

g) Plumbing Warranty:

All plumbing and plumbing components, such as connectors, check valves, hoses, and fittings, shall be warranted against leaks, defects in materials, workmanship or structural failure for a period of ten (10) years commencing with the in-service date of the apparatus.

h) Valve Warranty:

All drop-out discharge and inlet ball valves shall meet all NFPA standards and be warranted to be free from defects in materials and workmanship under normal use and service for a period of ten (10) years.

i) Booster Tank Warranty:

The polypropylene booster tank shall be warranted for any leaks, manufacturing defects, defects in material or workmanship for the lifetime of the apparatus (ref. section 1.27). In the event the component manufacturer is unable to fulfill his warranty obligations, the successful Bidder shall assume the warranty obligations for the component's original warranty timeframe). If the apparatus is deemed out of service, a tank manufacturer's service technician shall be dispatched within 48 hours to make repairs at any of the various CAL FIRE maintenance facilities. The booster tank warranty shall include any and all costs associated with removal and reinstallation of the tank and all transportation costs if the tank requires off site repairs or replacement.

j) Apparatus Warranty:

All electrical wiring installed or manufactured by the final stage manufacturer shall be warranted against improper construction, installation, to be free of pinched, chaffed, or broken wires and any unforeseen damage caused to the O.E.M chassis electrical system for a period of ten (10) years.

k) Emergency Lighting Warranty:

A five (5) year manufacturer's warranty on the LED emergency warning lights shall be provided.

l) Audible Warning Control Warranty:

A five (5) year manufacturer's warranty on the siren control and a two year manufacturer's warranty on the speaker shall be provided.

m) Paint Finish Warranty

The finish paint on the unit will be provided with a five (5) year paint finish guarantee for the following items: Peeling, bubbling, or delaminating of the topcoat or other layers of paint, cracking or checking, loss of gloss caused by defective materials or improper application.

34. Service and Parts

During the ten (10) year warranty period, an adequate stock of repair parts must be readily available. These facilities must respond to calls for service within 48 hours of notification. Replacement parts shall be made available to State department representative within a 72 hour time limit from the date of the order, whether the order is made by telephone or in writing. Freight or transportation costs for parts are the responsibility of the Contractor and the use of overnight delivery is required when a unit is out of service due to needed parts.

In order to facilitate a minimum out of service time, the State requires qualified authorized fire vehicle service centers within a reasonable distance for repairs and service of its engines. A minimum of four (4) qualified authorized fire vehicle service and repair facilities shall be designated. One (1) authorized service and repair facility must be located in the Sacramento/Davis area, one (1) in the Redding area, one (1) in the Modesto/Fresno area and one (1) in the Riverside/San Diego area. Each service center shall be staffed with fire vehicle service technicians trained and supported by the manufacturer. At the time of bid submission, each Bidder shall state the locations of their service facilities, including the name of the authorized service representative.

If the Contractor does not have service facilities located in northern and southern California, a corporate letter along with a signed copy of State facility In-Shop Warranty Agreement must be submitted, authorizing the State to obtain repairs at repair facilities of the State representative's choosing and the Contractor will be responsible for any and all costs for repairs during the warranty period.

16. LINE ITEMS

All products to be offered as part of the contract resulting from this solicitation shall be listed on Attachment 1 – Pricing Worksheet. Bidders are required to provide the following proposed product information for each line item (in the yellow cells provided on Attachment 1):

- Manufacturer Part Number (OEM #)
- Manufacturer (OEM)
- Bidder's product Stock Keeping Unit Number (SKU#)
- Item Description
- Unit of Measure (UOM)
- Quantity in UOM
- List Price/MSRP
- Contract Unit Price

17. SPECIFICATIONS

All products offered must conform to the following State specifications:

- Attachment 2A – Type 3 Wildland Fire Apparatus, specification number 4210-3819 dated March 30, 2017.
- Attachment 2B – Type 3 Equipment/Radio Package, specification number 4210-3819EQ dated March 30, 2017.
- Attachment 2C- Type 3 Lettering/Striping Package for CalFire, specification 4210-3619LTR dated March 30, 2017.

18. PRICES

All prices shall be noted on Attachment 1 – Pricing Workbook. Prices shall be all inclusive. Only the prices/charges submitted in the bid response shall be included in the awarded contract. No other fees can be charged to the customer.

Bidders shall submit two (2) hard copy and one (1) electronic copy (on a CD-ROM or flash drive in Microsoft Excel format) of the completed Attachment 1 – Pricing Workbook with the bid response. If a discrepancy occurs between the hard copy and the electronic copy, the hard copy will take precedence. Failure to submit the Attachment 1 – Pricing Workbook with your bid response shall result in your bid being considered non-responsive.

19. PRICING WORKSHEETS

Attachment 1 – Pricing Worksheet contains the price sheets that the Bidders shall use to enter pricing/discounts for this solicitation.

- All items are core items.
- Additional "options" shall be offered at the Manufacturer Cost plus 10%. Options may include, but not limited to cloth seats (or similar), power windows and locks, alternative chassis options etc. Completed apparatus with options must still meet or exceed specification 4210-3819, dated March 30, 2017.

In order to be considered for award, all line items in Attachment 1 – Pricing Workbook must be bid.

20. PRICE ADJUSTMENTS

All prices shall be firm fixed for the contract term, including any optional year extensions, unless a price adjustment is granted.

A. Frequency/Guidelines:

Price adjustments will only be acknowledged in accordance with the following guidelines:

1. Price adjustments will not be made during the first 12 months of the contract.
2. Price adjustments after the first 12 months may only be requested no more than once within a 12 month period.
3. Upon approved price adjustment, price adjustments will not be accepted for a period of 12 months from the last approved price adjustment effective date.
4. Price adjustments may only be requested when the cost of finished products based on the U.S. Bureau of Labor Statistics Product Price Index (PPI) for buses and firefighting vehicles, complete, produced on purchased chassis', (WPU1413027) has increased no less than 3 percent; or by the Contractor providing evidence of an

increase. Requests must include supporting documentation of price adjustments at the manufacturing level (e.g. invoice, purchase order, etc.). A price increase request of more than 3% will not be accepted. In the event of a major vehicle change, a price increase of more than 3% may be considered.

- 5. No price increase/decrease shall apply to quantities ordered from the contract prior to the effective date of the price adjustment. No retroactive contract price adjustments will be allowed.
- 6. Accepted price adjustments shall be for a minimum period of 12 months from the approved price adjustment effective date.
- 7. The State reserves the right to decrease prices in the same manner as price increase adjustments.

B. Request Process:

Price adjustment requests will be processed as follows:

- 1. Any price adjustment request must be in writing and must be received 30 calendar days prior to the requested adjustment date. If a Contractor fails to request a price adjustment 30 calendar days prior to the requested adjustment date, the price adjustment, if accepted, will be effective within 30 calendar days after the State receives the written request.
- 2. Price adjustments requests must include:
 - a. A copy of the appropriate PPI identified above illustrating the relevant percent increase/decrease.
 - b. An Excel spreadsheet detailing the requested adjustment to the contract line item(s). The spreadsheet should include the Contract Line Item Number (CLIN), current State Contract Price, percent increase/decrease, and adjusted State Contract Price for each contract line item(s).
 - c. Supporting documentation (e.g. invoice, purchase order, etc.) if a non PPI increase is requested.
- 3. Price adjustment, if granted, will be made in accordance with the percentage change to the appropriate PPI identified above. The percentage difference between: a) the latest final base PPI at the time of contract award, and; b) the latest final PPI issued at the time of the price adjustment request, will determine the maximum allowable adjustment to the current State Contract Price(s). Only final PPI data will be used to adjust contract pricing. PPI data issued by the U.S. Bureau of Labor Statistics may be revised for up to four months after the original release date before being considered final.

Additional price adjustments within the contract term including extensions, if granted, will be made in accordance with the percentage change to the appropriate PPI identified above. The percentage difference between: a) the new base PPI, calculated from the last approved price adjustment effective date, and; b) the latest final PPI issued at the time of the price adjustment request, will determine the maximum allowable adjustment to the current State Contract Price(s).

Upon receipt of such notice, the State reserves the right to:

- a. Accept the adjustment as competitive with the general market price at that time; or
- b. Negotiate proposed price adjustments. Note: The State will notify the Contractor, in writing, its desire to negotiate. The State will have ten (10) working days to complete negotiations; or
- c. Deny adjustment request and continue with current State contract prices; or
- d. Cancel the contract's unpurchased balance without prejudice, effective upon written notice from the State.

Note: If negotiations fail to produce any agreement, the State reserves the right to exercise Options 4a or 4d with an effective date no later than ten (10) working days after unsuccessful negotiation.

C. Price Adjustment Examples:

- 1) After the first year, a price increase is requested for a contract with term of three years.

Price Adjustment Request #1:

Contract term:	9/1/2008 through 8/31/2011
Allowable adjustment period:	12 months
Requested price adjustment period:	9/1/2009 through 8/31/2011

Minimum % change to PPI: 2%
 Current State Contract Price to be adjusted: \$1.65/box
 Final base PPI (May 2008): 172.0
 Latest final PPI (May 2009): 175.9

Process:

Step	Description	Calculation
1	Subtract the final base PPI from the latest final PPI.	175.9 – 172.0 = 3.9
2	Divide the result by the final base PPI:	3.9 / 172.0 = .022
3	Multiply the result by 100 to obtain % increase/decrease:	.022 X 100 = 2.20%
4	Multiply the current State Contract Price to be adjusted by the % increase/decrease to obtain \$ increase/decrease:	\$1.65 x .022 = \$.036
5	Add the \$ increase/decrease to current State Contract Price to be adjusted to obtain adjusted price:	\$1.65 + \$.036 = \$1.68

Result:

Adjusted price for contract term 9/1/2009 through 8/31/2010 is \$1.68 per box.

2) 12 months after the first price increase, a second price increase request is submitted.

Price Adjustment Request #2:

Contract term: 9/1/2008 through 8/31/2011
 Allowable adjustment period: 12 months
 Requested price adjustment period: 9/1/2010 through 8/31/2011
 Minimum % change to PPI: 2%
 Current State Contract Price to be adjusted: \$1.68/box
 Final base PPI (May 2009): 175.9
 Latest final PPI (May 2010): 185.0

Process:

Step	Description	Calculation
1	Subtract the final base PPI from the latest final PPI.	185.0 – 175.9 = 9.1
2	Divide the result by the final base PPI:	9.1 / 175.9 = .052
3	Multiply the result by 100 to obtain % increase/decrease:	.052 X 100 = 5.20%
4	Multiply the current State Contract Price to be adjusted by the % increase/decrease to obtain \$ increase/decrease:	\$1.68 x .052 = \$.087
5	Add the \$ increase/decrease to current State Contract Price to be adjusted to obtain adjusted price:	\$1.68 + \$.087 = \$1.76

Result:

Adjusted price for contract term 9/1/2010 through 8/31/2011 is \$1.76 per box.

21. PRICE DECLINES

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

22. SALES TAX

Sales tax is not to be included in the bid response or on Attachment 1 – Pricing Worksheet. If awarded the contract, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the product is to be delivered. If Federal Excise Tax applies, Bidder shall list the amount and submit information with bid response.

23. MINIMUM ORDER

The minimum order shall be one (1) Type 3 Fire Apparatus.

24. CONTRACTOR ORDERING INFORMATION

By signing and submitting this solicitation, the Bidder agrees to accept orders by facsimile, e-mail or U.S. Mail. Bidders must list below business address, facsimile, and e-mail address to which orders should be sent:

Company Name: _____
 Street Address: _____
 City, State, and Zip: _____
 Telephone Number: () _____
 Facsimile Number: () _____
 E-Mail Address: _____
 Contact (if applicable): _____

25. ORDERING PROCEDURE

State departments shall submit a complete Purchasing Authority Purchase Order (STD. 65) directly to the Contractor or complete the Purchase Order process in Fi\$Cal. The Purchasing Authority Purchase Order (STD. 65) shall contain, at a minimum, the following information:

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

Local agencies may use their own purchase document. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

The Contractor shall not accept incomplete orders from ordering agencies.

26. ORDER RECEIPT CONFIRMATION

The Contractor must confirm receipt of the purchase order, either via e-mail or facsimile, within 48 hours of receipt. Order Receipt Confirmation to each ordering agency shall include the following information:

1. Ordering Agency Name
2. Agency Order Number (Purchase Order Number)
3. Total Cost
4. Anticipated Delivery Date

27. DELIVERY

Delivery for orders placed against the contract resulting from this solicitation shall be in accordance with the following:

- A. Locations
 Deliveries are to be made (Statewide) to the location specified on the individual purchase order. Please see Section 15.18, Final Acceptance/Delivery for location details.
- B. Schedule
 Please see Section 15.4, Production Schedule. Receiving hours for each ordering agency will vary by facility; it will be the Contractor’s responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

C. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery. Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause your firm to be declared in default of contract requirements.

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

28. FREE ON BOARD (F.O.B.) DESTINATION

For the purposes of this solicitation, all prices offered shall be F.O.B. destination; freight prepaid by the Contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

29. DISTRIBUTION PLAN

Bidders are requested to submit a Distribution Plan with their bid response. The Distribution Plan should be the Bidder's written plan for distribution of the products. The plan must clearly show distribution from the Manufacturer to the end user, including all points in between specific to this resulting contract only, and the role that you as the Contractor of record will play in the distribution. This plan should clearly identify all parties, including any subcontractor, Disabled Veteran Business Enterprises (DVBE) and/or Small Business (SB) participants, involved in the execution of this contract and their responsibilities.

30. SAFETY DATA SHEET

Products, that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, §339, shall comply with the requirements of Title 8 of the California Code of Regulations including §340, Safety Data Sheets (SDS). The Contractor must provide a Safety Data Sheet (SDS), with all legally required special handling/package documentation, to the ordering agency upon delivery of products containing hazardous materials. This information shall also be provided by facsimile or e-mail to any ordering agency upon written request.

31. RECALL PROCEDURES

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

32. BIDDER RESPONSIBILITY

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors.

If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five (5) working days to submit the information requested.

33. CONTRACTOR NAME CHANGE

An amendment is required to change a prime Contractor's name as listed on this agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

34. NON-DISCRIMINATION TOWARD WTO GPA SIGNATORIES

This IFB 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 sub-central coverage under the WTO GPA will be accorded non-discriminatory treatment in the award of contracts under this solicitation. For a list of countries, go to <https://www.wto.org/index.htm>.

35. AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

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

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

36. INVOICING REQUIREMENTS

The Contractor is to render invoices as instructed on individual orders. The Contractor's invoice must include at a minimum:

1. Contractor's name, address and telephone number
2. Leveraged Procurement Number (Contract Number)
3. Agency Order Number (Purchase Order Number)
4. Line Item Number
5. Quantity purchased
6. Contract Unit Price and Extension
7. State sales and/or use tax
8. Prompt payment discounts/cash discounts, if applicable
9. Totals for each order

The State's obligation to make payment pursuant to the contract is subject to availability of appropriation funds. Receipt of a Purchasing Authority Purchase Order (STD. 65) or Purchase Order in Fi\$Cal under this contract is proof of funds for that order.

37. STATE FINANCIAL MARKETPLACE

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

38. CONTRACTOR RESPONSIBILITY:

1. Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.
3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).
4. Contractor shall assign a Contract Manager to act as a contact for all contract-related issues. Provide Contractor Contract Manager information below:

Contract Manager Name: _____

Street Address: _____

City, State, and Zip: _____

Telephone Number: () _____

Facsimile Number: () _____

E-Mail Address: _____

39. REPORTING REQUIREMENTS:

The following reports are required to be submitted by the Contractor in accordance with the instructions outlined below. Reports must contain at a minimum, but not limited to, the data elements identified in Attachment 3 - Contract Reporting Data. Reports shall be provided to the State Contract Administrator, in Excel format via email or via U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

Note: Reports are to be submitted even when there is no activity for the reporting period.

A. Contract Usage Report:

The Contract Usage Report shall detail all invoiced purchases (from State Departments and/or local governmental agencies) against the contract during the specified reporting period.

B. Local Business Activity Report:

The Local Business Activity Report shall detail all invoiced purchases (from local governmental agencies only) against the contract during the specified reporting period and the Total Incentive Fee due to DGS/PD. Note: The Local Business Activity Report is considered separate from the Contract Usage Reporting requirement.

C. SB/DVBE Participation Report:

The SB/DVBE Participation Report shall detail all payments to Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) subcontractors during the specified reporting period.

D. Aging Debt Report:

The Aging Debt Report must contain the outstanding invoices by State Department for the specified reporting period.

E. Ad Hoc Reporting

The Contractor shall have the ability to provide ad hoc reporting capabilities at no cost to the State upon request. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by an ordering agency or the State as a whole. The State or ordering agency may make copies of procurement data in any form and the use of such data shall not be restricted. Dependent on future reporting requirements, the State may ask that certain reports become standard and delivered to the State on a monthly or quarterly basis.

40. INCENTIVE FEE FOR SALES TO LOCAL GOVERNMENTAL AGENCIES

For all local government agency transactions issued against the contract resulting from this solicitation, the Contractor is required to remit the Department of General Services, Procurement Division (DGS/PD) an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. Local government agencies include cities, counties, special districts, California State University and University of California systems, K-12 school districts and community colleges empowered to expend public funds (California Public Contract Code Section 10298).

This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. (All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.) Payment by the Contractor shall be made to DGS/PD based on the schedule shown below irrespective of reimbursement by each participating entity.

Contractor shall submit a check payable to the State of California, Department of General Services (DGS), for an amount equal to 1 percent (0.01) of the total local government agency sales for the monthly period less freight, taxes, returned products and credits. (Example, if the net local governmental agency sales for a month totals \$100,000.00, the incentive fee due to DGS/PD would be \$1,000.00.)

Along with each check, a Local Business Activity Report shall be submitted to the State Contract Administrator. The Local Business Activity Report requirements are specified in REPORTING REQUIREMENTS, paragraph B.

If a Contractor holds multiple contracts, the Contractor may submit one check per month covering the DGS/PD incentive fee for the total of all local governmental agency purchases. In this case, a separate report is still required for each contract and a list of the total local governmental agency sales for each contract must be included with the check.

Failure to submit correct reports and checks on a timely basis shall constitute grounds for suspension of this contract. Reports and check deliveries are due for the monthly period by the 15th day of the next month in a format to be prescribed by the DGS/PD. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)

Incentive Fee Checks shall be submitted to the following address:

Department of General Services
 Procurement Division
 Contracts Management Unit
 Attn: Vanessa Vaughn
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605

41. RESPONSIBLE BIDDER

The Department of General Services may require Bidders 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.

42. CUSTOMER REFERENCES

Bidders shall submit three (3) customer references from different contracts using the Customer Reference Form (Attachment 4). Two (2) of these references must be in accordance with Section 13.A.bullet 3. The customer references are intended to gather information related to the Bidder’s experience in successfully servicing accounts similar to the requirements of this solicitation.

Customers must fully complete the Customer Reference Form and return directly to the Bidder. The Bidder must then submit the completed Customer Reference Forms with the bid response.

Each contract reference shall:

- Be valued at \$1,000,000.00, at a minimum;
- Be for work performed within the last five (5) years;
- Have similar scope of work to that requested in this solicitation;
- Be specific to the bidding company, not the individual person preparing/submitting the bid

The average score for each customer reference must be 3 or higher. If the average score on any reference is less than 3 the bid will be considered non-responsive.

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

43. SELLER PERMIT

Bidders must provide their California retailer’s seller’s permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California’s State Board of Equalization (BOE), pursuant to all requirements as set forth in Sections 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code. In order to expedite the process of verifying the validity of the permit, provide the BOE permit number in the space provided below (or attach a copy of the permit with your bid.)

Retailer’s Seller’s Permit Number: _____

Note: Award will be conditional on providing seller permit information prior to award.

44. DECLARATION FORMS

All Bidders must complete the Bidder Declaration GSPD-05-105 (Attachment 5) and include it with the bid response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed Disabled Veteran Business Enterprise Declaration Form STD 843 (Attachment 5). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. The completed form should be included with the bid response.

45. SOCIOECONOMIC PROGRAMS

This solicitation may contain the following socioeconomic requirements and/or optional Bidder preferences and incentives:

- A. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive
- B. Small Business Preference
- C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)
- D. Non-Small Business Subcontractor Preference
- E. Target Area Contract Preference Act (TACPA) Preference

All certified firms must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

A. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive:

For the purposes of this solicitation, the Disabled Veteran Business Enterprises (DVBE) participation requirement has been waived.

This solicitation provides an incentive for DVBE participation. The California DVBE Bid Incentive Instructions packet (Attachment 7) includes information about the DVBE incentive.

B. Small Business Preference

A five percent (5%) bid preference is available to Bidders certified as a small business per Government Code 14835 *et seq.* If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

Bidders claiming the small business preference must be certified by California as a small business. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted.

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 can be viewed at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code Section 999.50 *et seq.* and obtaining a California certification as a small business are eligible for the five percent (5%) small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation. Small business nonprofit veteran services agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916)375-4940.

D. Non-Small Business Subcontractor Preference

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

E. Target Area Contract Preference Act (TACPA) Preference

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid.

Bidders desiring to claim the TACPA preference are encouraged to carefully review the forms, requirements, and submittal instructions located at <http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>. Bidders must complete and submit all applicable preference program forms to be considered for a preference.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from Bidders, manufacturers, subcontractors and any other sources available at the time of bid evaluation. Bidder refusal to agree to and/or comply with these terms, or

failure to provide additional supporting information at the State's request may result in the denial of the preferences requested.

Contracts awarded with the applied preference 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 the preference program.

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

46. COMMERCIALLY USEFUL FUNCTION (CUF) (If Applicable)

Bidders must describe compliance with CUF requirement for each certified supplier (Bidder or subcontractor) on Attachment 5A, Commercially Useful Function (CUF) Worksheet. Bidders must complete one (1) worksheet for each certified supplier.

Completed worksheets must be submitted with the bid. At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the bid. If the bid involves the use of subcontractors for a portion of the contract, the Bidder must:

1. Explain how the Bidder, as the prime Contractor, will manage and control the work of the subcontractor(s).
2. Explain the roles assigned to the prime Contractor and subcontractor(s) during the execution of the contract.

47. PAYEE DATA RECORD

Bidder(s) to be awarded this contract will be required to complete and sign a Payee Data Record (STD 204) before contract award. The Payee Data Record (STD 204) is available at:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

48. POSTCONSUMER-CONTENT CERTIFICATION

State agencies are required to report purchases in many product categories. In order to comply with those requirements, Bidders are required to complete and return the Postconsumer-Content Certification form (Attachment 9) prior to award. At the State's option prior to award, Bidders may be required to submit additional written clarifying information.

49. DARFUR CONTRACTING ACT

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code (PCC) Section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (PCC Section 10477(b)). A copy of this written authorization must be submitted with the bid or the bid will be considered non-responsive.

Bidders are required to submit a completed Attachment 10 – Darfur Contracting Act Certification form if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States. Bidders must submit the completed form with the bid response or within five (5) working days from receipt of notice from the State.

Note: Attachment 10 is not required for companies who have not, within the previous three years, had any business activities or other operations outside of the United States.

50. TAX DELINQUENCY

Per AB1424, Chapter 455, the State Board Of Equalization will on a quarterly basis, and the Franchise Tax Board, at least twice each calendar year, will make available a list of the 500 largest tax delinquencies

Pursuant to the Public Contract Code Section 10295.4, effective July 1, 2012, persons or companies identified as the largest tax delinquents by the FTB or BOE are ineligible to enter into any contract with the state for non-IT goods or

services. Any contract entered into is in violation of Public Contract Code Section 10295.4 is considered void and unenforceable.

Prior to executing any state contract or renewal for non-IT goods or services, the contracting department must verify that the Contractor is not on a prohibited list by checking both the FTB and BOE websites. This requirement applies regardless of the procurement approach, method, or solicitation format used. Departments that elect to develop their own processes or documents to suit their business needs should work with their legal counsel to ensure compliance with code. Public Contract Code 10295.4 provides no exceptions to these prohibitions.

https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml

<http://www.boe.ca.gov/cgi-bin/deliq.cgi>

51. CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, any Bidder entering into or renewing a contract over \$100,000 on or after January 1, 2017, shall certify all of the following:

- A. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- B. That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- C. (1) That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

(2) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Bidders are required to submit Attachment 9, California Civil Rights Laws Certification form with the bid response. Failure to submit this form may result in your bid being considered non-responsive.

52. FEDERAL DEBARMENT CERTIFICATION

Expenditures from this contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the contract file, a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government. Bidders must complete Attachment 13, Federal Debarment Certification form.

53. ALTERNATIVE PROTEST PROCESS

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5 (Attachment 11). The link to the regulations is: <http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>.

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any Bidder who submits a written request for notice and provided a facsimile number.

During the protest period, any participating Bidder may protest the proposed award on the following grounds:

- 1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting Bidder's bid should have been selected; or
- 2. For any other acquisition – that the protesting Bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the 2nd working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives Bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: 916 / 376-6226

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting Bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the Bidder's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be ten percent (10%) of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

54. FEDERAL EXCISE TAX EXEMPTION

Government entities are not subject to Federal Excise Tax. They will, however, sign a Federal Excise Tax Exemption Certificate STD Form 802 (REV. 9-93) for the Contractor so the Contractor can get reimbursed by the manufacturer. See attachment 14.

55. RESPONSE CHECKLIST

A. Mandatory Documents:

The following checklist identifies the applicable items that must be completed and returned in order to be evaluated for award:

- Completed Bid Response Form GSOP S5-PIN (pages 1-29) including:
 - Signed front page *
 - Contractor Ordering Information (Refer to page 19 of this solicitation)
 - Contractor Manager Information (Refer to pages 22 of this solicitation)
 - Seller Permit Information (Refer to page 24 of this solicitation)
- Attachment 1 – Pricing Workbook*
- Attachment 2E – Specified Alternative Brand Listing (*If applicable*)
- Attachment 4 – Customer Reference Form, see page 23 of this solicitation. (Three completed references required)
- Attachment 5 – Bidder Declaration Form GSPD-05-105 *
- Attachment 5a – Commercially Useful Function (CUF) Worksheet (Refer to page 25 of this solicitation if applicable)
- Attachment 8 – Disabled Veteran Business Enterprise Declaration Form STD 843 (If applicable)
- Attachment 10 – Darfur Contracting Act Certification / Letter from DGS Director if applicable (Refer to page 25 of this solicitation if applicable)
- Vehicle Drawings (Refer to page 5 of this solicitation)
- California Occupational License (Refer to page 4 of this solicitation)
- Manufacturer's License(s) (Refer to page 4 of this solicitation)
- Provide documentation and/or certificates that meet each requirement listed in Section 13, Items A-C on page 4 of this solicitation.
- Descriptive Literature

* Failure to return item with your bid response will result in your bid being considered non-responsive.

B. Documents Required After Award:

The following checklist identifies the applicable items that must be completed and returned prior to contract award:

- Payee Data Record Form STD 204 (refer to page 26 of this solicitation)
- Attachment 9 – Postconsumer-Content Certification

The State makes no warranty that the response checklist is a full and comprehensive listing of every requirement specified in the IFB. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirement(s). The checklist is only a tool to assist participating Bidders in compiling their final bid response. Bidders are encouraged to carefully read the entire IFB. The need to verify all documentation and responses prior to the submission of final bids cannot be over emphasized.

56. STATE'S OWN BID FORM

Only bids quoted on the State's own bid form will be considered. Bids submitted referencing supplier attachments which include legal terms and conditions that conflict with the State's General Provisions shall be considered non-responsive and such bids shall be rejected.

57. BID SUBMITTAL

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

DGS – Procurement Division
707 3rd Street, 2nd Floor, MS 201
West Sacramento, CA 95605
Attn: Bid Room, Vanessa Vaughn
Event # 0000004969
Business Unit: 77601

Note: Faxed and/or emailed bids will not be accepted for this solicitation.

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), is made and entered into by and between Golden State Fire Apparatus Inc., a California corporation ("GSFA"), and SEBASTOPOL FIRE DEPARTMENT ("Customer").

1. Product Proposal. Prior to entering into this Agreement, GSFA and Customer entered into a product proposal (the "Proposal"), which is attached hereto as Exhibit A and incorporated herein by reference. All of the provisions, terms, and conditions contained in the Proposal are incorporated into this Agreement, and any capitalized terms used in this Agreement but not expressly defined in this Agreement shall have the meanings ascribed to them in the Proposal. The provisions contained in the body of this Agreement are intended to supplement the terms and conditions contained in the Proposal.

2. Definitions.

- a. "**Product**" means the fire apparatus and any associated equipment listed on Exhibit A, attached hereto, and further described in the Specifications.
- b. "**Specifications**" means the specifications for the Product, which are set forth in Exhibit B, attached hereto.
- c. "**Delivery**" means the delivery of the Product to Customer by GSFA, as set forth in Section 9(a) of this Agreement.
- d. "**Acceptance**" means Customer's receipt of the Product, subject to the inspection provisions contained in Section 9 of this Agreement.

3. Purpose. This Agreement sets forth the terms and conditions of GSFA's sale of the Product to the Customer.

4. Term of Agreement. This Agreement will become effective on the date it is signed by both Customer and GSFA ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon payment in full of the Purchase Price and Customer's Acceptance of the Product.

5. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the price shown on Exhibit A (the "Purchase Price") and pursuant to the payment terms set forth in Exhibit A.

6. Confirmation and Delivery Date. Within fourteen (14) days after the Effective Date, GSFA will provide Customer with a written confirmation (the "Confirmation Notice") of the order, a job order number, and the date on which GSFA will deliver the Product to Customer (the "Delivery Date") in accordance with Section 9 below.

7. Changes Required by New Standards. The Purchase Price shall be subject to increase in the event any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, issues new regulations which pertain to the Product. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations that would impact the product purchased. In the event of any such change in the regulations, GSFA shall send Customer an invoice for any change to the Purchase Price, which, to the extent practicable, shall itemize any such price increases. The invoice will specify a commercially reasonable date by which Customer must pay the increase in the Purchase Price, subject to Customer's right to terminate as set forth in Exhibit A.

8. Order Changes. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, a commercially reasonable date on which any increase in the Purchase Price must be paid, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price by the date specified in the Response.

9. Delivery, Inspection and Acceptance.

(a) Delivery. Delivery of the Product shall occur on or before the Delivery Date at the location listed in Exhibit A. Risk of loss shall pass to Customer upon Delivery. However, title to the Product shall only pass to Customer upon Delivery if Customer has then fully paid GSFA all amounts due hereunder. If Delivery occurs before Customer has fully paid all amounts due hereunder, Customer may not place the Product into service until all such amounts have been paid.

(b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("Notice of Nonconformance to Specifications"). Any Product not in substantial conformance to material Specifications shall be remedied by GSFA within thirty (30) days from the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

10. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of GSFA until Customer has fully paid GSFA all amounts due for the Product and Delivery has occurred. In the event Delivery has occurred but Customer does not make timely payment, GSFA may take back possession of the Product, wherever located.

11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

GSFA:

Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

Customer:

See Address in Exhibit A

12. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit C and made a part hereof. Any additional warranties must be expressly approved in writing by GSFA.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for consequential, incidental or punitive damages incurred by Customer in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, contract, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise.

13. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature ("Damages") to the extent Damages arise out of Customer's negligent use, storage, or operation of the Product following Delivery, regardless of where, how, and by whom operated. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to constitute the exclusive remedy of the parties under this Agreement; the parties may seek indemnity from one another under other legal principals, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

14. Force Majeure. GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law: Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of California.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

18. Entire Agreement: Amendments. This Agreement, including its exhibits, is the exclusive agreement between the parties for the Product. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by GSFA's authorized representative.

Accepted and agreed to:

GSFA:

GOLDEN STATE FIRE APPARATUS INC.,
a California corporation

Name: _____

Title: _____

Dated: _____

CUSTOMER:



SEBASTOPOL FIRE DEPARTMENT

Name: Larry McLaughlin

Title: City Manager

Dated: March 16, 2022



PURCHASE ORDER

No. 280

VENDOR:

Golden State Fire Apparatus Inc.
7400 Reese Rd

Sacramento, CA 95828

SHIP TO:

BILL TO:

City of Sebastopol
7120 Bodega Ave

Sebastopol, CA 95472

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
2387		0	03/17/2022				
SHIPPING INSTRUCTIONS							
(none)							
ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
2	0.00		BME Fire Truck, LLC 4x4 International Model 34 Engine (CAL FIRE Tag-On) per attached Proposal		124-31-02-5100	389,241.47	389,241.47

SUBTOTAL: 389,241.47
TAX: 0.00
SHIPPING: 0.00

TAXABLE: No
CONFIRMING:

TOTAL: 389,241.47

AUTHORIZED SIGNATURE

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

I have read, understand, and agree to comply with the Indemnity and Insurance requirements supplied with this Purchase Order (Attachment)