



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

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

ISSUE AND EFFECTIVE DATE: 8/24/2021
CONTRACT NUMBER: 1-21-66-03
DESCRIPTION: Land Survey Products, Trimble Brand
CONTRACTOR: California Surveying and Drafting Supply, Inc.
CONTRACT TERM: 8/26/2021 through 8/25/2024
STATE CONTRACT ADMINISTRATOR: Sarah Samaan (916) 375-4432 Sarah.Samaan@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[IT General Provisions, rev 09/05/2014](#)

(http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_401IT.pdf)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: California Surveying & Drafting Supply, Inc. 4733 Auburn Blvd. Sacramento, CA 95841	Fax/Email: Fax: (916) 344-2998 Email: orders@csdsinc.com	Contact Information: California Surveying & Drafting Supply, Inc. Mike Woodel Phone: (916) 344-0232 Email: orders@csdsinc.com

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All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
N/A	Original Contract Posted	8/24/2021

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with California Surveying and Drafting Supply, Inc. (Contractor) provides Land Survey Products, Trimble Brand at contracted pricing to the California Department of Transportation (Caltrans), the Department of Water Resources (DWR), and participating State and local agencies in accordance with the requirements of Contract # 1-21-66-03. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Land Survey Products, Trimble Brand to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for the Caltrans Office of Land Surveys (OLS) and the DWR Geomatic Branch and available for use by other participating State and local agencies. Use of this contract by State departments other than Caltrans OLS and the DWR Geomatic Branch require approval from the State Contract Administrator.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU)

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and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

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

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency’s purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

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6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

All available line items and associated pricing are listed on Attachment A, Contract Pricing.

8. SPECIFICATIONS

Core and Non-Core Catalog items are comprised of models from Attachment B – Trimble Geomatic Hardware Price List 7-1-2021 and Attachment B1 – Trimble Software Price List 7-1-2021.

9. PIVOT PLATFORM SUPPORT LEVEL II

Pivot Platform Support Level II is a maintenance program that supports the Caltrans Real Time Network (RTN). The RTN is a series of GPS receivers that uses Pivot Platform Support Level II to create mathematical corrections for surveyors when collecting points in the field.

Support shall include, but not be limited, to the following:

- Version upgrades to the program
- Technical support
- License updates

The maintenance percentage value is defined as the cost to support Pivot Platform Support Level II based on the total network value. The total network value is the value of the hardware and software of the entire Pivot network utilized by Caltrans and DWR.

10. CUSTOMER SERVICE

Contractor will 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).

Contact	Phone	Email
Mike Woodel	(916) 344-0232	Orders@csdsinc.com

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11. ONGOING TECHNICAL SUPPORT

Ongoing Technical Support shall be provided to ordering agencies to resolve issues that affect instrument functionality or interoperability. The technical support shall include, but may not necessarily be limited to, the following:

- Provide assistance in resolving documentation, installation, configuration, and usability issues.
- Diagnose problems and provide workarounds and fixes for known problems.
- Diagnose interoperability issues and provide workaround solutions, if possible.
- Diagnose new product defects and provide temporary fixes and workarounds, if possible.
- Characterize newly discovered defects, initiate corrective action, and distribute the correction when available.

Contractor will provide a Technical Support contact with appropriate knowledge and training to provide a level of Ongoing Technical Support acceptable to the State and shall be available between 8:00 AM through 5:00 PM (PT), Monday through Friday, excluding State holidays. Support shall be provided by phone and email. Response time shall be by telephone or email contact within two (2) hours. Resolution and notification of resolution for most issues should occur within twenty-four (24) hours. Contractor cannot require the ordering agency to deal directly with the manufacturer

Contact	Phone	Email
Robert Jones	(916) 344-0232	Support@csdsinc.com

12. OFFER FORMAT

The Contractor shall provide an offer to ordering agencies in MS Excel spreadsheet format. The authorization process requires submission of the Contractor's offer format spreadsheet showing company letterhead) which must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Date of the OEM's publically available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date

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- Table consisting of:
- Contract Line Item Number
- Quantity
- Core/Non-Core (Y/N)
- Description of Item
- Manufacturer's Part Number/SKU
- MSRP/Index Price
- Contract Discount
- Contract Unit Price
- Extended Price (Quantity x Contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax
- Applicable fees
- Grand total

13. PRODUCT SUBSTITUTIONS

Products on Attachment A – Contract Pricing shall be available throughout the duration of the contract term. The contract provides for technology refresh as models are discontinued or cease production and must be approved by the State Contract Administrator. These changes will be made in the form of a contract supplement and will not be effective until the supplement's release.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the State Contract Administrator.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extensions, including upon approved substitution.

If no substitute product is available to replace the line items on Attachment A – Contract Pricing due to fundamental technology or market change, the State may alter the common configurations to meet the updated marketplace standards. Obsolescence of line items may be determined at the discretion of the State.

Items with the same model number or SKU available elsewhere on the contract shall be made available to the State at the highest discount.

14. PROMOTIONAL PRICING

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

15. PURCHASE EXECUTION

- A. State Departments

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1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

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

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

16. MINIMUM ORDER

There is no minimum order for this contract.

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17. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: California Surveying & Drafting Supply, Inc. 4733 Auburn Blvd. Sacramento, CA 95841	Facsimile: (916) 344-2998	Email: orders@cstdsinc.com

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

18. ORDER ACCEPTANCE

The Contractor shall accept orders from Caltrans OLS, DWR Geometrics Branch, and local government agencies. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions
- State departments that do not have DGS-PD approval to utilize this contract.

The Contractor must not refuse to accept orders from approved State departments and local government agencies for any other reason without written authorization from the State Contract Administrator.

19. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within two (2) business days of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date

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20. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

21. DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 13, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

22. DELIVERY SCHEDULES

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

A. Locations

Deliveries to Caltrans are to be made to:

California Department of Transportation (Caltrans) Division of Right of Way and Land Surveys
Office of Land Surveys
1727 30th Street, MS-35
Sacramento, CA 95816

Deliveries to DWR are to be made to:

California Department of Water Resources
Division of Engineering – Geomatics Branch - Field Surveys
3500 Industrial Blvd, RM 163
West Sacramento, CA 95691
Office: 916-376-9863 Cell: 916-862-2166

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B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

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

C. Security Requirements

Deliveries may be made to locations inside secure grounds that require approvals to be made for delivery drivers. The Contractor will be responsible for contacting the secure location for procedures, hours of operation for deliveries, and rules of delivery. Deliveries that are delayed due to drivers not being cleared to enter secured grounds may be cause for contract default.

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

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

24. SHIPPED ORDERS

All shipments shall be in accordance with the IT General Provisions (rev 09/05/2014), paragraph 12 entitled "Packing and Shipment".

25. PACKING SLIP

Packing slip requirements shall be in accordance with the IT General Provisions (rev 09/05/2014), paragraph 12 entitled "Packing and Shipment".

26. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the IT General Provisions (rev 09/05/2014), paragraph 16 titled Inspection, Acceptance and Rejection.

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27. CONTRACT ADMINISTRATION

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

Administrator Information	DGS-PD	California Surveying and Drafting Supply, Inc.
Contact Name:	Sarah Samaan	Tom Cardenas
Telephone:	(916) 375-4432	(916) 344-0232
Facsimile:	(916) 375-4613	(916) 344-2998
Email:	Sarah.Samaan@dgs.ca.gov	Orders@csdsinc.com
Address:	DGS/Procurement Division Attn: Sarah Samaan 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	California Surveying and Drafting Supply, Inc. Attn: Tome Cardenas 4733 Auburn Blvd. Sacramento, CA 95841

28. RETURN POLICY

Contractor will accept all products for return if returned prior to acceptance by the State in accordance with Article 26, Inspection and Acceptance. Contractor shall offer a credit or refund in accordance with Article 29, Credit Policy. Contractor will not impose a restocking fee in accordance with Article 30, Restocking Fees.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor’s cost or the restocking fee, in accordance with Article 30, Restocking Fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department a copy of the Contractor’s material cost, if requested, within ten (10) working days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail. Shipping or freight costs for returned items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

29. CREDIT POLICY

The Contractor shall offer a full credit/refund for the following items:

- Items shipped in error
- Defective or freight-damaged items
- Items that are not accepted (within fifteen (15) calendar days of delivery)

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All other items returned in accordance with Article 28, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Article 30, Restocking Fees. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit/refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 35, Warranty. Contractor cannot require the ordering agency to deal directly with the manufacturer

30. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency.

31. INVOICING

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

- Contractor's name, address and telephone number
- Contract Number
- Purchase Order Number
- Line Item Number
- Quantity purchased
- Contract Unit Price and Extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

32. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Article 15, Purchase Execution and must include all required documentation applicable to the purchase.

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The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1 and Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

C. State Financial Marketplace

State departments reserve 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 Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed.

33. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 31, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding [DGS-PD's CAL-Card program](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities).

34. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 3.

Contractor Name	Seller Permit #
California Surveying and Drafting Supply, Inc.	028805258

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35. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of one (1) year from the date of acceptance on all products offered as part of this contract. If the manufacturer offers a longer warranty period, the contractor shall ensure the longer warranty is transferred to the State so that the State receives the full benefit of said warranty as offered by the manufacturer. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The Contractor shall be the main point of contact for all warranty issues and shall facilitate any necessary contact between the ordering agency and the manufacturer.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed shall include all products, software and firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation, and substitute products as necessary.

Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the authorized purchaser's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor. Replacement parts installed will become the property of the authorized purchaser.

All operating system software and firmware will be considered an integral component of the equipment and the Contractor will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the authorized purchaser between ordering agencies sites or from accident.

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36. EQUIPMENT REPLACEMENT DURING WARRANTY

If a product provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in the awarded contract agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, the Contractor will, upon the authorized purchaser's request, replace the product at no cost. The replacement product will be delivered no later than fifteen (15) working days after the authorized purchaser's request is received by the Contractor. Replacement goods cannot be used, refurbished, or recycled and must be of equal or greater value.

37. LOANER EQUIPMENT

If the equipment takes more than two (2) business days for repair to be completed, the Contractor may need to provide a loaner/replacement device that meets or exceeds the specification of the replaced product. All loaner/replacement equipment shall be provided at no cost to the State or local agency.

38. RECYCLED CONTENT

There is no recycled content associated with this contract.

39. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

40. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

41. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Trimble Geomatic Hardware Price List 7-1-2021
Attachment B1 – Trimble Software Price List 7-1-2021