



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

State of California
CONTRACT USER INSTRUCTIONS

**** MANDATORY ****

CONTRACT NUMBER:	1-16-23-23 A through H, Supplement 5
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	Downtown Ford Sales (1-16-23-23A) Elk Grove Auto Group (1-16-23-23B) Freeway Toyota (1-16-23-23C) Winner Chevrolet (1-16-23-23D) Wondries Fleet Group (1-16-23-23E) Elk Grove Ford (1-16-23-23F) Selma Nissan (1-16-23-23G) Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia (1-16-23-23H)
CONTRACT TERM:	2/22/2016 through 2/21/2018
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@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.

Signature on File

Date: 12/2/2016

Contract (Mandatory) 1-16-23-23 A – H, Supplement 5
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Christina Nunez, Contract Administrator

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
5	<p>Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Contract User Instructions has been updated to reflect the following changes: <p><u>Cover Sheet</u>, Swift Superstore has changed to Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia</p> <p><u>Article 8, Customer Service</u> – Swift Superstore has changed to Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia; Downtown Ford Sales contact person has been updated</p> <p><u>Article 12, Ordering Procedure</u> – Swift Superstore has changed to Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia; Downtown Ford Sales contact person has been updated</p> <p><u>Article 22, Contract Administration</u> - Swift Superstore has changed to Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia; Downtown Ford Sales contact person has been updated</p> <p><u>Article 26, California Seller Permit</u> - Swift Superstore has changed to Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated to reflect the name change of Swift Superstore to Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia 	12/2/2016
4	<p>Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect changes to Attachment A – Contract Pricing as follows:</p> <ul style="list-style-type: none"> • Ranking change on line item #1. Delete Jeep Patriot from <u>Rank 1</u>; Move Ford Escape from <u>Rank 2 to 1</u>; Move Chevrolet Equinox from <u>Rank 3 to 2</u>. • Price reduction on <u>Rank 2</u> line item # 3, Chevrolet Tahoe 	10/17/2016
3	<p>Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect changes to Attachment A – Contract Pricing as follows:</p> <ul style="list-style-type: none"> • Price increase on Rank 3 line item # 13 – Toyota Sienna 	9/16/2016

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2	<p>Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect changes to Attachment A – Contract Pricing as follows:</p> <ul style="list-style-type: none"> • Price increase on the following items: <ul style="list-style-type: none"> <u>Rank 1</u> line item # 3 – Ford Expedition <u>Rank 1</u> line item # 5 – Jeep Grand Cherokee <u>Rank 1</u> line item #15 – Chevrolet Express 8 Passenger Van <u>Rank 1</u> line item #16 – Chevrolet Express 12 Passenger Van <u>Rank 2</u> line item # 2 – Dodge Durango <u>Rank 2</u> line item #19 – Chevrolet Express Cargo Van <u>Rank 4</u> line item # 22 – Chevrolet Express Cutaway 3500 • Price decrease and ranking changes on line item # 20 – Diesel Cargo Van: Chevrolet Express price decrease and move from <u>Rank 3 to 1</u>; Ford Transit move from <u>Rank 1 to 2</u>; Ram Pro 1500 move from <u>Rank 2 to 3</u> • Ranking change on line item # 21 – CNG Cargo Van: Delete Chevrolet Express from <u>Rank 1</u>. Move Ford Transit from <u>Rank 2 to 1</u> • Price decrease on the <u>Rank 2</u> line item # 17 – Chevrolet Express 15 Passenger Van 	6/29/2016
1	<p>Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect changes to Attachment A – Contract Pricing as follows:</p> <ul style="list-style-type: none"> • Price increase on <u>Rank 1</u> line item # 2 Chevrolet Traverse and line item # 3, Ford Expedition • Price increase on <u>Rank 3</u> line item # 1, Chevrolet Equinox • Price increase and ranking change from <u>Rank 3 to 4</u> on line item # 2, Ford Explorer • Ranking change from <u>Rank 4 to 3</u> on line item 2, Nissan Pathfinder • Price increase on <u>Rank 4</u> line item # 18, Ford Transit 	5/4/2016

Note: Most recent supplement changes are highlighted in red.

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Contract User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles – Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-16-23-23 A - H. The contractors 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 Fleet Vehicles – Vans & SUVs to the State.

The contract term is for two (2) 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 State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item. See Article 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- 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 as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). 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 the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

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- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contact: (916) 375-4400

- 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 Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (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% of the total purchase order amount excluding taxes and freight. 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.

4. SB/DVBE OFF-RAMP PROVISION

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

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors 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.

For contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#) via email or facsimile to the State Contract Administrator identified in Article 22, Contract Administration. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

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6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted. Price increases may be requested with each model year change.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Attachment D, Vehicle Information Questionnaires, provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire for the dealer that is listed in the line item you are inquiring about.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs GVWR. Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item.** Under certain circumstances, State departments may be allowed to purchase from other ranks if approved by the DGS Contract Administrator. Local governmental agencies may purchase any vehicle on contract regardless of rank.

Note: Vehicles are categorized by rank on Attachment A, Contract Pricing. The tabs located at the bottom of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the current model year price sheet to the requestor within ten (10) calendar days of notification.

Note: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

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Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed \$80 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-3281 dated 10/30/2015 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor’s customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-16-23-23A	Sandra Scott	(916) 442-6931	Sandra@downtownfordsales.com
Elk Grove Auto Group	1-16-23-23B	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Freeway Toyota	1-16-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-16-23-23D	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Wondries Fleet Group	1-16-23-23E	Yesenia Covarrubias	(626) 457-5590	yesenia@wondries.com
Elk Grove Ford	1-16-23-23F	Dwane Gallati	(916) 429-4702	dwanefleet@hotmail.com
Selma Nissan	1-16-23-23G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia	1-16-23-23H	Dan Heil	(530) 771-3821	dan.heil@hanlees.net

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Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

10. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments 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: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

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

- Agency Order Number (Purchase Order Number)
- Purchase Order Date
- Ordering Agency Name
- Agency Billing Code
- Agency Ship to Address
- Purchasing Authority Number (State departments only)
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Contract Line Item Number (CLIN)
- Quantity
- Unit of Measure
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) Blanket Orders

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

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#).

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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 OFAM approval stamp is used by State departments only).

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract #	U.S. Mail	Facsimile	Email
1-16-23-23A	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811 Attn: Sandra Scott	(916) 491-3138	Sandra@downtownfordsales.com
1-16-23-23B	Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com
1-16-23-23C	Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-23D	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com
1-16-23-23E	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com

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1-16-23-23F	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com
1-16-23-23G	Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-23H	Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(530) 757-3783	dan.heil@hanlees.net

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

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGEMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

*Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

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15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

State departments that cancel their order due to delayed production of a Rank 1 vehicle may purchase a Rank 2 vehicle in the same line item if available on a one time basis. State departments purchasing a Rank 2 vehicle must receive approval from the DGS Contract Administrator.

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

16. DISCONTINUED VEHICLE REMEDY

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

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

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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.

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 bid. 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".

FOB Point

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer shall deliver vehicles to ordering agencies located within the FOB point of Sacramento County at no additional cost for delivery. If the purchase order indicates delivery outside the FOB point, the delivery may be subject to an additional delivery charge. The dealer and agency will negotiate the cost of delivery beyond the FOB point. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN);
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed;
- One (1) copy of the warranty, including applicable certificates, cards, etc.;
- One (1) copy of the owner's manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

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Inspection by local agencies will be at the dealer’s place of business or as otherwise agreed to by the dealer and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

21. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled “Packing and Shipment”. The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

22. CONTRACT ADMINISTRATION

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

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Christina Nunez
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
Email:	Christina.nunez@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Christina Nunez 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	Downtown Ford Sales Contract # 1-16-23-23A	Elk Grove Auto Group Contract # 1-16-23-23B
Contact Name:	Sandra Scott	Bill Kemery
Telephone:	(916) 442-6931	(916) 429-4700
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	Sandra@downtownfordsales.com	billk@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811	Elk Grove Auto Grove 8575 Laguna Grove Drive Elk Grove, CA 95757

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Dealer Contact Information	Freeway Toyota Contract # 1-16-23-23C	Winner Chevrolet Contract # 1-16-23-23D
Contact Name:	Pat Ireland	Bill Kemery
Telephone:	(559) 707-5735	(916) 429-4700
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	billk@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757
Dealer Contact Information	Wondries Fleet Group Contract # 1-16-23-23E	Elk Grove Ford Contract # 1-16-23-23F
Contact Name:	Clarke Cooper	Dwane Galatti
Telephone:	(626) 457-5590	(916) 429-4702
Facsimile:	(626) 457-5593	(530) 884-4141
Email:	clarkecooper@wondries.com	dwanefleet@hotmail.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757
Dealer Contact Information	Selma Nissan Contract # 1-16-23-23G	Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia Contract # 1-16-23-23H
Contact Name:	Pat Ireland	Dan Heil
Telephone:	(559) 707-5735	(530) 771-3821
Facsimile:	(559) 961-4601	(530) 757-3783
Email:	patireland1962@yahoo.com	dan.heil@hanlees.net
Address:	Selma Nissan 2525 Highland Ave. Selma, CA 93662	Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia 4318 Chiles Road Davis, CA 95618

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

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

- Contractor’s name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Ordering Agency Contact Information
- Product description
- Quantity purchased
- Contract price and extension
- State sales and/or use tax

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- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms include a \$500 per vehicle discount for payment made within twenty (20) days. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

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

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

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

26. CALIFORNIA SELLER’S PERMIT

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

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	Ford: 98-037902 Nissan: 101-540822 Kia: 102-238650
Elk Grove Ford	101-679917
Selma Nissan	22-844821
Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia	102-991681

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27. Warranty

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid) paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer.

The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

The use of said recycled content antifreeze/coolant shall in no way void or degrade the original manufacturer's standard warranty.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

28. REPAIR PARTS

The vehicle manufacturer shall maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification. Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

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29. MAINTENANCE PLAN

A maintenance plan is available for lightduty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/100,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

31. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

32. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Specification Number 2310-3281 dated 10/30/2015

Attachment C – Postconsumer Content Certification Workbook

Attachment D – Vehicle Information Questionnaires