



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

State of California  
**STATEWIDE CONTRACT**  
**USER INSTRUCTIONS**  
MANDATORY

**\*Supplement 14\***

*\*(Incorporates Supplements 1 – 14)\**

ISSUE AND EFFECTIVE DATE: **\*07/09/2020\***

CONTRACT NUMBER: 1-18-23-23 A through G

DESCRIPTION: Fleet Vehicles – Vans & SUVs

CONTRACTOR(S): Downtown Ford Sales (1-18-23-23A)

Elk Grove Auto Group (1-18-23-23B)

Freeway Toyota (1-18-23-23C)

Winner Chevrolet (1-18-23-23D)

Wondries Fleet Group (1-18-23-23E)

US Fleet Source (1-18-23-23F)

Selma Nissan/Honda (1-18-23-23G)

CONTRACT TERM: 05/01/2018 through 04/30/2021

STATE CONTRACT ADMINISTRATOR: Eugene Shemereko

916/441-9653

[Eugene.Shemereko@dgs.ca.gov](mailto:Eugene.Shemereko@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:

[Non-IT General Provisions, rev 06/08/2010](#)

(<http://www.documents.dgs.ca.gov/dgs/fmc/gsp/dgspd/401.pdf>)

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

<signed copy on file>

Eugene Shemereko, Contract Administrator

Date: 07/09/2020

**Contract (Mandatory) 1-18-23-23 A-G**  
Contract User Instructions, ***\*Supplement 14\****

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

**SUMMARY OF CHANGES**

<b>Supplement Number</b>	<b>Description/Articles</b>	<b>Supplement Date</b>
14	<p><b><i>Subject contract for Fleet Vehicles – Vans &amp; SUVs is hereby modified to reflect the following changes:</i></b></p> <ul style="list-style-type: none"> <li>➤ <b><i>Attachment A – Contract Pricing:</i></b> <ul style="list-style-type: none"> <li>➤ <b><i>The following prices have increased:</i></b>  Line Item 3 – Chevy Tahoe  Lines Item 4 – Chevy Suburban</li> <li>➤ <b><i>The following line items are currently unavailable:</i></b>  Line Item 9 – Mitsubishi Outlander  Line 15-16 – Toyota Sienna</li> <li>➤ <b><i>The following line items are no longer available:</i></b>  Line Item 15 – Sedona L</li> </ul> </li> </ul>	07/09/2020
13	<p>Subject contract for Fleet Vehicles – Vans &amp; SUVs is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>➤ Contract 1-18-23-23H with Leehan of Davis expires April 30, 2020. All pending orders will be fulfilled. Contractor contact is still available for customer service calls.</li> <li>➤ Attachment A – Contract Pricing: The following prices have increased:  Line Item 1 – Chevy Equinox  Lines 20-21 – Chevy Express  Line Item 22 – Ford Transit Connect  Lines 23-25 – Chevy Express  Line Item 28 – Chevy Express</li> <li>➤ Attachment A – Contract Pricing: The following line items are no longer available:  Line Item 18 – Chrysler Pacifica  Line Item 19 – Chevy Express  Line Item 26 – Ram Promaster 2500</li> </ul>	04/22/2020
12	<p>Subject contract for Fleet Vehicles – Vans &amp; SUVs is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>➤ Attachment A – Contract Pricing: The The following line items have been added:  Line Item 1 – Volkswagen Tiguan  Line Item 1 – Honda CR-V</li> </ul>	03/19/2020

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Supplement Number	Description/Articles	Supplement Date
	Line Item 2 – Volkswagen Atlas Line Item 2 – Honda Pilot Line Item 7 – Ford Escape (Hybrid) Line Item 8 – Ford Explorer (Hybrid) Line Item 15 – Honda Odyssey Line Item 29 – Ford T-Connect ➤ Article 6 - Contract Items – Language added	
11	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 1 – Dodge Journey ➤ Attachment A – Contract Pricing: US Fleet Source contact information updated ➤ Article 8 – Customer Service – Contact information updated ➤ Article 12 – Ordering Procedure – Contact information updated Article 22 – Contract Administration – Contact information updated	01/13/2020
10	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Contract is hereby extended an additional year, to 4/30/2021. ➤ Attachment A – Contract Pricing: The following line items are no longer or currently not available: Line Item 3 – Chevy Tahoe Line Item 15 – Chrysler Pacifica Line Item 17 – Dodge Caravan ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Subaru Forester (AWD) – Effective 10/30/19 Line Item 12 – Subaru Outback (AWD) – Effective 10/30/19 ➤ Attachment A – Contract Pricing: Line Item 15 – Dodge Caravan has been replaced by the Chrysler Voyager. Dodge Caravan is no longer available.	11/8/2019

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Supplement Number	Description/Articles	Supplement Date
9	<p>Subject contract for Fleet Vehicles – Vans &amp; SUVs is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>➤ Attachment A – Contract Pricing: The following prices have increased:  Line Item 3 – Expedition (4x4)  Line Item 9 – Mitsubishi Outlander PHEV  Line Item 15 – Toyota Sienna  Line Item 16 – Toyota Sienna (AWD)  Line Item 19-21 – Ford Transit  Line Item 23 – Ford Transit  Lite Item 26 – Ford Transit</li> <li>➤ Attachment A – Contract Pricing: The following line items are no longer available:  Line Item 24 &amp; 27 – Ford Transit</li> <li>➤ Article 8 – Customer Service – Contact information updated</li> <li>➤ Article 12 – Ordering Procedure – Contact information updated</li> </ul> <p>Article 22 – Contract Administration – Contact information updated</p>	09/27/2019
8	<p>Subject contract for Fleet Vehicles – Vans &amp; SUVs is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>➤ Attachment A – Contract Pricing: The following prices have increased:  Line Item 1 – Ford Escape (4x4)  Line Item 1 – Dodge Journey (AWD)  Line Item 1 – Jeep Compass (4x4)  Line Item 1 – Chevy Equinox  Line Item 2 – Chevy Traverse (AWD)  Line Item 3 – Chevy Tahoe (4x4)  Line Item 4 – Chevy Suburban (4x4)  Line Item 14 – Jeep Wrangler (4x4)  Line Item 19 – Express 2500  Line Item 20 – Express 2500  Line Item 21 – Express 3500  Line Item 22 – Transit Connect  Line Item 22 – Pro Master  Line Item 23 – Pro Master 1500  Line Item 24 – Express 2500  Line Item 28 – Express 3500</li> <li>➤ Attachment A – Contract Pricing: The following line items are no longer available:  Line Item 2 – Santa Fe (AWD)</li> </ul>	07/11/2019

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Supplement Number	Description/Articles	Supplement Date
	Line Item 5 – Chevy Equinox (AWD) - Diesel	
7	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: <ul style="list-style-type: none"> <li>➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 2 – Ford Explorer (AWD)</li> </ul>	04/23/2019
6	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: <ul style="list-style-type: none"> <li>➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – RAV4 (AWD) Line Item 1 – Forester (AWD) Line Item 7 – RAV4 (AWD) Line Item 12 – Outback (AWD)</li> </ul>	04/08/2019
5	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: <ul style="list-style-type: none"> <li>➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Ford Escape (4x4)</li> </ul>	03/07/2019
4	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: <ul style="list-style-type: none"> <li>➤ Contract Administration: Contract Administrator changed to Eugene Shemereko</li> <li>Article 6 – Contract items – Document Processing Charge: Processing charge increased to \$85</li> </ul>	02/21/2019
3	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: <ul style="list-style-type: none"> <li>➤ Cover Page, Article 22 – Contract Administration: Contract Administrator changed to Darren Furgerson</li> <li>➤ Article 8 – Customer Service: U.S. Fleet Source contact information updated.</li> <li>➤ Article 12 – Ordering Procedure: U.S. FleetSource contact information updated.</li> <li>➤ Article 22 – Contract Administration: U.S. Fleet Source contact information updated.</li> <li>➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 15 – Toyota Sienna Line Item 16 – Toyota Sienna AWD</li> </ul>	11/01/2018

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Supplement Number	Description/Articles	Supplement Date
	Line Item 22 – Nissan NV200	
2	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified as follows: Price increase to line Items: 2, 3, 7, 20, 21, and 25	08/01/2018
1	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified as follows: <ul style="list-style-type: none"> <li>➤ Line Item 27, Nissan NV Cargo 3500 – No longer available.</li> <li>➤ Price Increases on Chevrolet SUVs: Line Items: 1-5</li> <li>➤ Price Increases on Chevrolet Vans: Line Items: 19-21, 23-25, and 28</li> <li>➤ Section 6, Contract Terms: Price Increase language has been added.</li> </ul>	05/18/2018
N/A	Original Contract Posted	05/01/2018

**All other terms and conditions remain the same.**

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## 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 # 1-18-23-23 A – G. 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.

As a continuing effort to make available new zero emission, plug-in hybrid electric, and hybrid vehicles, the State will periodically make additional awards to the current Fleet Vehicles – Vans & SUVs contract. New vehicles will be added by Supplement and will be administered under the terms and conditions of Contract 1-18-23-23 A – G. If necessary, additional contract numbers will be added.

## 2. CONTRACT USAGE/RULES

### A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- 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, State 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. 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](mailto: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.

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- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. 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.
  - 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% 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.

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**5. 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).

**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.

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. Vehicle Information Questionnaires, provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire, Attachment D, 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.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

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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.

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 \$85 per vehicle purchased.

A dealer may charge the purchaser an electronic filing fee, which does not exceed the actual amount the dealer is charged by a first-line service provider. The electronic filing fee shall not exceed \$30 per vehicle purchased.

**7. SPECIFICATIONS**

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 11/7/2018 (Attachment B).

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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	1-18-23-23A	Sandra Scott	(916) 442-6931	<a href="mailto:Sandra.scott@dtfords.com">Sandra.scott@dtfords.com</a>
Elk Grove Auto Group	1-18-23-23B	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a> <a href="mailto:dwanefleet@hotmail.com">dwanefleet@hotmail.com</a>
Freeway Toyota	1-18-23-23C	Pat Ireland	(559) 707-5735	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Winner Chevrolet	1-18-23-23D	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a> <a href="mailto:dwanefleet@hotmail.com">dwanefleet@hotmail.com</a>
Wondries Fleet Group	1-18-23-23E	Yesenia Covarrubias Clarke Cooper	(626) 457-5590	<a href="mailto:yesenia@wondries.com">yesenia@wondries.com</a> <a href="mailto:clarkecooper@wondries.com">clarkecooper@wondries.com</a>
US Fleet Source	1-18-23-23F	Debby Molino	(626) 216-7002	<a href="mailto:info@usfleetsource.com">info@usfleetsource.com</a>
Selma Nissan/Honda	1-18-23-23G	Pat Ireland	(559) 707-5735	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia	1-18-23-23H	Dan Heil	(530) 746-5250	<a href="mailto:dan.heil@hanlees.net">dan.heil@hanlees.net</a>

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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) Std. 65 Purchase Documents

State departments not transacting in FISCAL 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> (select Standard Forms).

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

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

#### 2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

#### 3) Blanket Orders

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

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A. 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 is used by State departments only).

**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:

<b>ORDER PLACEMENT INFORMATION</b>			
Contract # 1-18-23-23A	U.S. Mail: Downtown Ford Sales 525 N.16 <sup>th</sup> Street Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: <a href="mailto:Sandra.scott@dtfords.com">Sandra.scott@dtfords.com</a>
Contract # 1-18-23-23B	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: <a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>
Contract # 1-18-23-23C	U.S. Mail: Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Contract # 1-18-23-23D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: <a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>

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Contract # 1-18-23-23E	U.S. Mail: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: <a href="mailto:yesenia@wondries.com">yesenia@wondries.com</a> <a href="mailto:clarkecooper@wondries.com">clarkecooper@wondries.com</a>
Contract # 1-18-23-23F	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: <a href="mailto:info@usfleetsource.com">info@usfleetsource.com</a>
Contract # 1-18-23-23G	U.S. Mail: Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>

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 ACKNOWLEDGMENT**

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)



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- 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.

#### **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

#### **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 3<sup>rd</sup> 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.

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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.

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".

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.

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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.

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**

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.

**21. SHIPPED ORDERS**

All shipments shall be in accordance with the General Provisions, section 12 entitled "Packing and Shipment".

**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.

<b>State Contact Information</b>	DGS/PD Contract Administrator
<b>Contact Name:</b>	Eugene Shemereko
<b>Telephone:</b>	(916) 441-9653
<b>Facsimile:</b>	(916) 375-4613
<b>Email:</b>	<a href="mailto:Eugene.Shemereko@dgs.ca.gov">Eugene.Shemereko@dgs.ca.gov</a>
<b>Address:</b>	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605

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<b>Dealer Contact Information</b>	<b>Downtown Ford Sales</b> Contract # 1-18-23-23A	<b>Elk Grove Auto Group</b> Contract # 1-18-23-23B
<b>Contact Name:</b>	Sandra Scott	Jerry Powers
<b>Telephone:</b>	(916) 442-6931	(916) 426-5752
<b>Facsimile:</b>	(916) 491-3138	(916) 421-0149
<b>Email:</b>	<a href="mailto:Sandra.scott@dtfords.com">Sandra.scott@dtfords.com</a>	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>
<b>Address:</b>	Downtown Ford Sales 525 N. 16 <sup>th</sup> Street Sacramento, CA 95811	Elk Grove Auto Grove 8575 Laguna Grove Drive Elk Grove, CA 95757

<b>Dealer Contact Information</b>	<b>Freeway Toyota</b> Contract # 1-18-23-23C	<b>Winner Chevrolet</b> Contract # 1-18-23-23D
<b>Contact Name:</b>	Pat Ireland	Jerry Powers
<b>Telephone:</b>	(559) 707-5735	(916) 426-5752
<b>Facsimile:</b>	(559) 961-4601	(916) 421-0149
<b>Email:</b>	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>
<b>Address:</b>	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

<b>Dealer Contact Information</b>	<b>Wondries Fleet Group</b> Contract # 1-18-23-23E	<b>US Fleet Source</b> Contract # 1-18-23-13F
<b>Contact Name:</b>	Clarke Cooper	Debby Molino
<b>Telephone:</b>	(626) 457-5590	(626) 316-7002
<b>Facsimile:</b>	(626) 457-5593	(626) 416-3064
<b>Email:</b>	<a href="mailto:clarkecooper@wondries.com">clarkecooper@wondries.com</a>	<a href="mailto:info@usfleetsource.com">info@usfleetsource.com</a>
<b>Address:</b>	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

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<b>Dealer Contact Information</b>	<b>Selma Nissan/Honda</b> Contract # 1-18-23-23G
<b>Contact Name:</b>	Pat Ireland
<b>Telephone:</b>	(559) 707-5735
<b>Facsimile:</b>	(559) 961-4601
<b>Email:</b>	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
<b>Address:</b>	Selma Nissan/Honda 2525 Highland Ave. Selma, CA 93662

**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)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

**25. PAYMENT**

A. Terms

Payment terms for contracts 1-18-23-23 A - H include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-18-23-23F offers no discount. 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.

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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.

**D. 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.

**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.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

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<b>Contractor Name</b>	<b>Seller Permit #</b>
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	98-037902
Selma Nissan/Honda	22-844821
US Fleet Source	103097044

## **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.

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.

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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.

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 CA and ordering agency when this occurs and provide the estimated date of availability.

## **29. MAINTENANCE PLAN**

A maintenance plan is available for light duty 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/75,000 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.

Purchase of the Maintenance Plan is non-mandatory for State departments.

## **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).



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**31. SB/DVBE PARTICIPATION**

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

**32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING**

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program>

**33. ATTACHMENTS**

- Attachment A – Contract Pricing
- Attachment B – Specification 2310-4181, revised 11/7/17
- Attachment C – Postconsumer Content Certification Workbook
- Attachment D – Vehicle Information Questionnaire