



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

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 3****
****(Incorporates Supplements 1 – 3)****

EFFECTIVE DATE: 06/17/2019
CONTRACT NUMBER: 1-18-23-14B
DESCRIPTION: Enforcement Vehicle, Police Pursuit
Utility
CONTRACTOR: Folsom Lake Ford
CONTRACT TERM: 06/07/2018 through 06/06/2020
STATE CONTRACT ADMINISTRATOR: Rita Seale
(916) 375-4804
Rita.Seale@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/gspd/gspd0401NONIT.pdf)
(<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0401NONIT.pdf>)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

Mailing Address: Folsom Lake Ford 12755 Folsom Blvd Folsom, CA 95630	Fax/Email: Fax: (916) 3532078 Email: danr@folsomlakeford.com markp@folsomlakeford.com	Contact Information: Folsom Lake Ford Dan Raimondi (916) 353-2000 Ext 376 Mark Paoli (916) 353-2000 Ext 307
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Original Signature on File

Rita Seale, Contract Administrator

Date: ****June 17, 2019****

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

SUMMARY OF CHANGES

Supplement No.	Description/Articles	Supplement Date
<i>*3*</i>	<p><i>*The contract 1-18-23-14B has been updated as follows:</i></p> <ul style="list-style-type: none"> <i>• Split the User Instructions from one document for Contract A & B, into two documents, one for each Contract.</i> <i>• Split Pricing Worksheets into two documents, one for each Contract.</i> <i>• Updated User Instructions for ADA Compliance</i> <i>• Updated Group 2 Pricing Worksheet to update CLIN 201 and add CLIN 206 and 207*</i> <p>All else remains the same</p>	<i>*6/17/2019*</i>
2	<p>The contracts 1-18-23-14 (A, B) have been updated as follows:</p> <ul style="list-style-type: none"> Updated links in the documents Pricing Worksheet for 1-18-23-14B has been updated Ford Taurus Interceptor Sedan has been removed from Contract 1-18-23-14B Group 1 <p>All else remains the same</p>	5/15/2019
N/A	Original Contract Posted	6/74/2018

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with Folsom Lake Ford provides Enforcement Vehicles, Police Pursuit (Utilities), at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-23-14B. 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 Enforcement Vehicles, Police Pursuit (Utilities) 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 period 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 all State of California departments.
- 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 ~~(<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Obtain-Purchasing-Authority>)~~ ****Purchasing Authority Application (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Obtain-Purchasing-Authority>)**** 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.

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- 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, Section 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.
 - 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 (<https://www.dgs.ca.gov/OFS/Price-Book>) * **Price Book & Directory of Services** (<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. EXEMPT PURCHASES

There are no exempt purchases 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.

For Contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#)

****<http://www.documents.dgs.ca.gov/pd/contracts/FORMS/SupplierPerformanceReport.doc>* via email or facsimile to the State Contract Administrator identified in Article 23, Contract Administration. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).***

6. CONTRACT ITEMS

All line items are listed on Attachment A – Contract Pricing.

7. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, must conform to the State of California Bid Specification Number 2310-4444-Utility, dated 4/12/2018, Attachment 2b.

8. 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).

9. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 06/08/10), section 16 entitled "Substitutions".

10. PROMOTIONAL PRICING

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

11. 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](#)****

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(<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 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 is used by State departments only).

12. MINIMUM ORDER

The minimum order shall be one (1) vehicle

13. ORDERING PROCEDURE

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

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The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630	Facsimile: (916) 353-2078 Email: danr@folsomlakeford.com markp@folsomlakeford.com	Dan Raimondo (916) 353-2000 Ext 376 Mark Paili (916) 353-2000 Ext 307

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

14. 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 CA approval of non-core items
- Contain non-contract items
- 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.

15. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within 48 hours 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

16. OUT OF STOCK REMEDY

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

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

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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.

17. DISCONTINUED ITEM REMEDY

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

- Amend purchase document to reflect State-approved substitute item (per Article 9, Product Substitutions/Discontinued Items)
- 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 CA.

If an OEM ends production on the model year vehicle bid and a replacement is not available, the contract shall be terminated effective the date of the notification to the CA.

18. DELIVERY SCHEDULES

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

A. 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.

B. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside garages and parking lots.

C. Schedule

Delivery made to any State department is to begin within 90 days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Delivery to local agencies is to be completed in full within 150 days ARO.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 12

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hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

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.

D. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

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

19. 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.

Delivery shall be FOB Destination to the California Highway Patrol (CHP), Fleet Operations, 3300 Reed Ave., West Sacramento, California 95605.

Vehicles shall be delivered from the factory to the dealer's place of business. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge by the resulting contractors. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the FOB 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.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

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The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the fuel tank.

Drop ship deliveries shall not be made without prior State inspection.

Vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 250 miles on the odometer will not be accepted.

20. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, section 12 entitled "Packing and Shipment". The General Provisions are available at: [Non-IT General Provisions, rev 06/08/2010](http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspdp0401NONIT.pdf)
(<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspdp0401NONIT.pdf>)

21. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section, via facsimile or email, to the ordering agency upon written request.

22. 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) State 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, and that all documents are present. 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.

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

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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 Sticker" showing all options installed
- One (1) copy of the vehicle warranty
- One (1) Owner's Manual
- Speed Calibration documentation for each vehicle

23. 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 (State Contract Administrator)	Elk Grove Auto Group (Contractor)
Contact Name:	Rita Seale	Dan Raimondi or Mark Paoli
Telephone:	(916) 375-4804	(916) 353-2000 Ext. 376 or (916) 353-2000 Ext. 307
Facsimile:	(916) 375-4613	(916) 353-2078
Email:	Rita.Seale@dgs.ca.gov	danr@folsomlakeford.com markp@folsomlakeford.com
Address:	DGS/Procurement Division Attn: Rita Seale 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630

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

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25. 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

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

C. 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 Contractor 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 Contractor on behalf of the State.

D. 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 should 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.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3.

Contractor Name	Seller Permit #
Folsom Lake Ford	026-797640

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27. WARRANTY

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

The warranty shall be factory authorized and shall cover not less than 3 years/36,000-mile bumper to bumper, no charge parts and labor. All emission-related components shall be warranted in compliance with the California Air Resources Board (CARB) and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This 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/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

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 the 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 minimum 3-year/36,000-mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000-mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request. The solicitation shall also require each awarded dealer to designate by name, a responsible contact and alternate assigned for the duration of the contract, who will resolve State warranty-related claims on a priority basis.

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

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28. RECYCLED CONTENT

There is no recycled content associated with this contract.

29. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

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

30. 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 department should make a notation of this within their procurement file.

31. ATTACHMENTS

Attachment A – Pricing Worksheet – Enforcement Utility, Group 2
Attachment 2 – Specification 2310-4264-Utilities, dated 6/17/2019