



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 16\****

***\*(Incorporates Supplements 1 – 16)\****

ISSUE AND EFFECTIVE DATE: ***\*7/22/2024\****

CONTRACT NUMBER: 1-22-23-10 B through E

DESCRIPTION: Fleet Vehicles – Cars

CONTRACTOR(S): Ocean Honda (1-22-23-10B)

Freeway Toyota (1-22-23-10C)

Winner Chevrolet (1-22-23-10D)

US Fleet Source (1-22-23-10E)

CONTRACT TERM: 05/01/2022 through 04/30/2026

STATE CONTRACT ADMINISTRATOR: Frank Martin

279-946-8035

[Frank.Martin@dgs.ca.gov](mailto:Frank.Martin@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 \(rev 11/19/2021\)](#)

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

**Contract (Mandatory) 1-22-23-10 B-E**  
Contract User Instructions, ***\*Supplement 16\****

**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>
<b><i>*16*</i></b>	➤ <b><i>Added Section 30 – Vetted Forms/Certifications.</i></b>	<b><i>*7/22/2024*</i></b>
15	➤ Cover Page: Extension of Contracts.	6/11/2024
14	<ul style="list-style-type: none"> <li>➤ Article 33: updated language.</li> <li>➤ Attachment A – Contract Pricing Supplement 13: was replaced with Attachment A – Contract Pricing – Supplement 14.</li> <li>➤ Attachment C – PCRC: was replaced with Attachment C – PCRC Supplement 14.</li> <li>➤ Attachment D – Vehicle Specifications Supplement 1: was replaced with Attachment D – Vehicle Specifications Supplement 14.</li> </ul>	5/02/2024
13	<ul style="list-style-type: none"> <li>➤ Termination of Contract 1-22-23-10A.</li> <li>➤ Cover Page and Articles 1, 8, 12, 22, 25, 26, and 33: updated language.</li> <li>➤ Attachment A – Contract Pricing Supplement 12: was replaced with Attachment A – Contract Pricing – Supplement 13.</li> </ul>	4/19/2024
12	➤ Attachment A – Contract Pricing Supplement 11 has been replaced with Attachment A – Contract Pricing – Supplement 12.	3/14/2024
11	➤ Attachment A – Contract Pricing Supplement 10 has been replaced with Attachment A – Contract Pricing – Supplement 11.	2/09/2024
10	➤ Attachment A – Contract Pricing Supplement 8 has been replaced with Attachment A – Contract Pricing – Supplement 10.	1/12/2024
9	➤ Lithia Nissan contact information updated.	12/12/2023

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8	➤ Attachment A – Contract Pricing Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8	12/06/2023
7	➤ Attachment A – Contract Pricing Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 7	10/30/2023
6	➤ Update State Contract Administrator information.	08/04/2023
5	➤ Attachment A – Contract Pricing Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	01/23/2023
4	➤ Attachment A – Contract Pricing Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➤ Attachment A – Contract Pricing Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3	09/19/2022
2	➤ Attachment A –Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 2 ➤ Article 32 - STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING – link updated	08/16/2022
1	➤ Attachment D – Vehicle Specifications has been added	05/26/2022
N/A	Original Contract Posted	05/01/2022

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

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## 1. SCOPE

The State's contracts provide Fleet Vehicles - Cars at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contracts # 1-22-23-10 B – E. The Contractor shall supply the entire portfolio of products as identified in their contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Cars to the State.

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

## 2. CONTRACT USAGE/RULES

### A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F 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.
- 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

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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 1.25% 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 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).

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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.

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.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (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

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 Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:



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- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- 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 any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g. utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet 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 Contractor may charge the ordering agency 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 Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor 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 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

## **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.

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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

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
Ocean Honda	1-22-23-10B	Pat Ireland	(559) 707-5735	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Freeway Toyota	1-22-23-10C	Pat Ireland	(559) 707-5735	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Winner Chevrolet	1-22-23-10D	Jerry Powers	(916) 426-5752	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>
US Fleet Source	1-22-23-10E	Lisa Molino	(626) 344-4285	<a href="mailto:Info@usfleetsource.com">Info@usfleetsource.com</a>

**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 Contract Administrator (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)

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- 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) 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).

## 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:

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ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-10B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Contract # 1-22-23-10C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Contract # 1-22-23-10D	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>
Contract # 1-22-23-10E	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>

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)

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- 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.

#### **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 Contractor 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.

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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 Contractor 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 Contractor 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.

\*\*Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

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 Contractor's place of business or as otherwise agreed to by the Contractor and ordering agency.

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

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In the event deficiencies are detected, the vehicle will be rejected, and the Contractor 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 Contractor 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 Contractor in an expeditious manner at no expense to the ordering agency.

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

**19. EMERGENCY/EXPEDITED ORDERS**

Not Applicable.

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

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

**21. SHIPPED ORDERS**

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

**22. CONTRACT ADMINISTRATION**

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

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<b>State Contact Information</b>	DGS-PD Contract Administrator
<b>Contact Name:</b>	Frank Martin
<b>Telephone:</b>	(279) 946-8035
<b>Facsimile:</b>	NA
<b>Email:</b>	<a href="mailto:Frank.Martin@dgs.ca.gov">Frank.Martin@dgs.ca.gov</a>
<b>Address:</b>	DGS/Procurement Division Attn: Frank Martin 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605

<b>Dealer Contact Information</b>	<b>Ocean Honda</b> Contract # 1-22-23-10B	<b>Freeway Toyota of Hanford</b> Contract # 1-18-23-10C
<b>Contact Name:</b>	Pat Ireland	Pat Ireland
<b>Telephone:</b>	(559) 707-5735	(559) 707-5735
<b>Facsimile:</b>	(559) 961-4601	(559) 961-4601
<b>Email:</b>	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
<b>Address:</b>	Ocean Honda 3801 Soquel Dr Soquel, CA 95073	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230

<b>Dealer Contact Information</b>	<b>Winner Chevrolet</b> Contract # 1-18-23-10D	<b>US Fleet Source</b> Contract # 1-22-23-10E
<b>Contact Name:</b>	Jerry Powers	Lisa Molino
<b>Telephone:</b>	(916) 426-5752	(626) 344-4285
<b>Facsimile:</b>	(916) 421-0149	(626) 416-3064
<b>Email:</b>	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>	<a href="mailto:info@usfleetsource.com">info@usfleetsource.com</a>
<b>Address:</b>	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

### 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.



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## **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 1-22-23-10 B – D include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-10E 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.

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. Typically, acceptance will be accomplished within twenty (20) 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.

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**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 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.

**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.

Contractor Name	Seller Permit #
Ocean Honda	101-652579
Freeway Toyota of Hanford	102-659756
Winner Chevrolet	100-208309
US Fleet Source	103-097044

**27. WARRANTY**

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- 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 State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor 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. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is

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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.

## **28. REPAIR PARTS**

The manufacture of the awarded vehicle(s) should 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 State Contract Administrator 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

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- Tire rotations
- 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.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

**30. \*VETTED FORMS/CERTIFICATIONS**

*The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (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 conduct a CUF evaluation or request the completion of the following required certifications and forms:*

- *GenAI Disclosure & Factsheet (STD 1000)*
- *Bidder Declaration Form (GSPD 05-105)*
- *DVBE Declaration Form (DGS-PD 843)*
- *Darfur Contracting Act Form*
- *California Civil Rights Certification Form*
- *Iran Contracting Act Certification*
- *Russian Sanctions Agreement*
- *Federal Debarment*

*State departments should make a notation of this within their procurement file.\**

**31. 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).

**32. SB/DVBE PARTICIPATION**

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

**33. 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

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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>

### **34. ATTACHMENTS**

- Attachment A – Contract Pricing, Supplement 14
- Attachment B – Specification 2310-4181, revised 08/16/2021
- Attachment C – Postconsumer Content Certification Workbook, Supplement 14
- Attachment D – Vehicle Specifications, Supplement 14

**OMNITRANS  
TERMS AND CONDITIONS OF PURCHASE**

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1. **PURCHASE ORDER (P.O.)** Omnitrans shall not be responsible for goods or services provided to officials or employees without a duly authorized P.O.
2. **INVOICES.** Invoices shall be submitted under the same name as that which is shown on the face of this P.O. The P.O. number must appear on all invoices, shipping notices, delivery and packing slips, packages and correspondence. Each P.O. shall be invoiced separately. Submit invoices monthly or as prescribed by Omnitrans' Finance Dept.  
Invoices shall reference the appropriate purchase order number and contract number. Contractor shall send invoices to:
  - [accountspayable@omnitrans.org](mailto:accountspayable@omnitrans.org) Finance
  - [contracts@omnitrans.org](mailto:contracts@omnitrans.org) ProcurementThe above does not apply to those Contractors whose invoices are also their packing slip, work order, delivery ticket, etc.
3. **PACKING SLIPS.** Packing slips must accompany each shipment unit (included with each package in shipment), showing Omnitrans' P.O. number, description, and part number for each item.
4. **ACCEPTANCE.** Goods are subject to Omnitrans' inspection and approval within a reasonable time after delivery. If specifications are not met or not approved, material may be returned at supplier's expense.
5. **DELIVERY.** Unless otherwise indicated on the face of this order, delivery shall be FOB destination. COD shipments will not be accepted. Deliveries for all departments must be made through Omnitrans' Receiving Department. Nonpayment may result for goods delivered in any other manner.
6. **PARTIAL DELIVERIES.** Shipments must be identified as partial or complete, along with the number of shipping units.
7. **MODIFICATIONS.** Supplier shall not make any alterations or change to this order in any fashion without prior written authorization from Omnitrans.
8. **WARRANTY.** Vendor warrants that the item(s) provided and/or work performed under this contract comply with all specifications, are free of liens and encumbrances, and that workmanship and materials are free from defects. Work shall comply with nationally recognized codes and established industry standards. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin after acceptance of item(s) and/or work. Vendor agrees to remedy by replacing or repairing any item(s) that is damaged or defective during normal usage within the warranty period, at no additional cost to Omnitrans. Such repair or replacement shall occur within a reasonable time frame and to the satisfaction of Omnitrans.
9. **FEDERAL, STATE AND LOCAL LAWS.** All goods or services furnished pursuant to this P.O. shall comply with all CAL-OSHA standards and regulations and all applicable Federal, state and local laws and regulations.
10. **GOVERNING LAW.** This P.O. and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.
11. **PATENT PROTECTION.** To the extent the subject articles are not manufactured pursuant to design originated by Omnitrans, supplier agrees it will indemnify and hold Omnitrans and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged. Omnitrans agrees to notify supplier promptly of any suit or claim against Omnitrans for any alleged infringement of patent.
12. **DISADVANTAGED BUSINESS ENTERPRISE.** The supplier shall not discriminate based on race, color, national origin, or sex in the performance of this P.O.
13. **ENERGY CONSERVATION.** The supplier agrees to comply with the requirements of the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.
14. **TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964.** Supplier agrees to comply with all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 USC § 2000d and USDOT regulations "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR, part 21.
15. **RECORD RETENTION.** The supplier shall make available within 30 days, upon request by Omnitrans, all records related to this P.O. for a period of up to three (3) years after closure.
16. **INSURANCE.** The supplier shall be required to provide a Certificate of Insurance for (1) Workers' Compensation in an amount to meet the requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits covering all persons including volunteers providing services on behalf of the supplier and all risks to such persons under this contract; (2) Commercial/General Liability (CGL) insurance covering all operations performed by or on behalf of the supplier, providing coverage for bodily injury and property damage with a \$1,000,000, per occurrence and \$2,000,000 general aggregate limit. The CGL policy coverage shall include: premises operations and mobile equipment; products and completed operations; broad form property damage; explosion, collapse and underground hazards; personal injury; contractual liability and (3) Auto Liability (AL) insurance with a combined single limit (CSL) of not less than \$1,000,000 per occurrence. CGL and AL must contain an endorsement that names Omnitrans as an additional insured with coverage at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85.

17. **AMERICANS WITH DISABILITIES ACT.** The supplier agrees to comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 USC §12101 et seq. in conjunction with this P.O.
18. **DRUG AND ALCOHOL POLICY.** It is the policy of Omnitrans that anyone, while on Agency property, is prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol or illegally using or misusing legally prescribed drugs.
19. **INTEREST OF MEMBERS OF CONGRESS.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of the P.O.
20. **INDEMNIFICATION.** The supplier shall indemnify, keep and save harmless Omnitrans, its agents, officials and employees from any and all claims, actions, losses, damages, and/or liability arising out of this P.O. from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Omnitrans on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The supplier's indemnification obligation applies to Omnitrans' "active" as well as "passive" negligence but does not apply to Omnitrans' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
21. **FORCE MAJEURE (EVENTS BEYOND THE CONTROL OF THE SUPPLIER).** The supplier will not be held liable for failure of delay in fulfillment if hindered or prevented by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government that are not reasonably foreseeable.
22. **ACKNOWLEDGMENT.** By delivery of the goods or services purchased herein, the supplier agrees to all the terms and conditions of this P.O.
23. **TERMINATION.** Omnitrans may terminate the P.O. in whole or in part for Omnitrans' convenience or because of the failure of the supplier to fulfill the contract obligation. Omnitrans' CEO/General Manager shall terminate by specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the supplier shall: (a) immediately discontinue all services affected and (b) deliver to Omnitrans' CEO/General Manager all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of Omnitrans, Omnitrans shall make an equitable adjustment in the P.O., but shall not allow anticipated profit on unperformed services.
24. **APPLICABILITY.** The Terms and Conditions stated herein will supersede or supplement the terms and conditions of any Omnitrans procurement wherein the terms and conditions were previously specified.
25. **OSHA COMPLIANCE.** The items covered by this P.O. must conform to safety orders of OSHA, CALOSHA, and /or NIOSH, and applicable Material Safety Data Sheets (MSDS). Vendor is required to provide a completed MSDS for all hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheets need to be sent to Omnitrans' Safety and Regulatory Compliance Specialist for each specified item and a copy sent to Omnitrans' Procurement Department.
26. **QUESTIONS.** Questions regarding the Terms and Conditions of this P.O. are to be directed to the Procurement Department, phone 909.379.7146; fax: 909.379.7107; 1700 West Fifth Street, San Bernardino, CA 92411.

End of the Purchase Order Terms and Conditions

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Date last revised: February 28, 2013