



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814

www.CityofSacramento.org

Meeting Date: 1/17/2012

Report Type: Consent

Title: Cooperative Purchase Agreements: Fleet Equipment

Report ID: 2012-00022

Location: Citywide

Recommendation: Pass a Motion: 1) approving the use of Houston-Galveston Area Council (HGAC) cooperative purchase agreement number GR01-12 with Poston Equipment Sales, Inc. for the purchase of up to two wood chippers in an amount not to exceed \$84,000 through December 31, 2014, or until the contract is no longer available for use; 2) approving the use of HGAC cooperative purchase agreement number SM10-10 with Volvo Construction Equipment Services for the purchase of two asphalt rollers in an amount not to exceed \$78,000 through September 30, 2012, or until the contract is no longer available for use; 3) approving the use of State of California contract number 1-11-23-20 with: a) Hoblit Motors for the purchase of eight Transit Connects in an amount not to exceed \$200,000 through August 31, 2012, or until the contract is no longer available for use; b) Coalinga Motors for the purchase of three cargo vans in an amount not to exceed \$66,000 through August 31, 2012, or until the contract is no longer available for use; c) Downtown Ford Sales for the purchase of two cargo vans in an amount not to exceed \$43,000 through August 31, 2012, or until the contract is no longer available for use; d) Downtown Ford Sales for the purchase of seven pick-up trucks in an amount not to exceed \$161,000, through August 31, 2012, or until the contract is no longer available for use; e) Wondries Fleet Group Sales for the purchase of twelve truck chassis in an amount not to exceed \$600,000 through August 31, 2012, or until the contract is no longer available for use; and 4) authorizing the City Manager or the City Manager's designee to execute purchases in the amounts specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Contact: Keith Leech, Fleet Manager, (916) 808-5869, General Services Department

Presenter: None

Department: General Services Dept

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

- 1-Description/Analysis
- 2-Expenditure Analysis
- 3-Exhibit A Contract With HGAC Buy
- 4-Exhibit B Contract With Romco Equipment
- 5-Exhibit C Contract Downtown Ford Wondries Fleet Group, etc.

City Attorney Review

Approved as to Form
Kourtney Burdick
1/10/2012 10:11:44 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
12/23/2011 11:10:26 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 1/5/2012 11:47:09 AM



Description/Analysis

Issue: The Department of General Services, Fleet Management Division has an ongoing need to purchase replacements for mission critical fleet equipment to support the Departments of Transportation and Utilities. Using existing cooperative purchase agreements for these purchases is advantageous to the City as the agreements meet the needs of the City's fleet specifications and will result in cost and time savings.

Policy Considerations: The recommendations in this report are in accordance with City Code section 3.56.240, which states that the City Manager may, by cooperative purchasing agreements approved by City Council, purchase supplies or nonprofessional services through contracts of other governmental jurisdictions without separate competitive bidding, where it is advantageous to the City, and with Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Environmental Considerations:

California Environmental Quality Act (CEQA): The current project has been determined to be exempt from the requirements of CEQA, under Section 15061(b)(3) which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The current proposal involves the purchase of fleet equipment in support of City departments. Therefore, as determined by the City's Environmental Services Planning Manager, no environmental review is necessary.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division has ongoing needs to purchase replacements of mission critical fleet equipment to support the daily operations of the Departments of Transportation and Utilities. Using existing cooperative purchase agreements is advantageous to the City as the agreements meet the needs of the City's fleet specifications and will result in cost and time savings.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments and the Procurement Services Division to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: This report recommends the purchase of replacements of mission critical fleet equipment. In determining the recommended spending authorities for the ongoing services and related parts, Fleet Management staff reviewed the expenditure history by vendor, part, and also considered future needs. Annual expenditure estimates are listed in Attachment 1. Sufficient funds are available in the Department of General Services FY2011/12 operating budget (Fleet Fund, Fund 6501) to make the recommended purchases through June 30, 2012. Purchases after June 30, 2012, and through the duration of the contracts are subject to funding availability in the adopted budget of the applicable fiscal year(s).

Emerging Small Business Development (ESBD): Cooperative purchase agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs. However, the Department of General Services, Fleet Management and Procurement Services divisions will consider other alternatives if it is determined that using cooperative contracts may have a negative impact on small businesses.



Estimated Annual Expenditures

Houston-Galveston Area Council (HGAC) Cooperative Purchase Agreements				
Company	Contract No.	Commodity	Estimated Expenditure Amounts (thousands)	
			Year 1	Total
Poston Equipment Sales, Inc.	GR01-12	Two wood chippers	\$84	\$84
Volvo Construction Equipment Services	SM10-10	Two asphalt rollers	\$78	\$78
			\$162	\$162

State of California Cooperative Contracts				
Company	Contract No.	Commodity	Estimated Expenditure Amounts (thousands)	
			Year 1	Total
Hoblit Motors	1-11-23-20	Eight Transit Connects	\$200	\$200
Coalinga Motors	1-11-23-20	Three cargo vans	\$66	\$66
Downtown Ford Sales	1-11-23-20	Two cargo vans	\$43	\$43
Downtown Ford Sales	1-11-23-20	Seven pick-up trucks	\$161	\$161
Wondries Fleet Group Sales	1-11-23-20	Twelve truck chassis	\$600	\$600
			\$1,070	\$1,070



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	<input checked="" type="checkbox"/> BIDS	<input type="checkbox"/> PROPOSALS
INVITATION NO.: GR01-12	ISSUE DATE: August 11, 2011	
CATEGORY: Grounds & Turf Equipment		

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at H-GAC offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

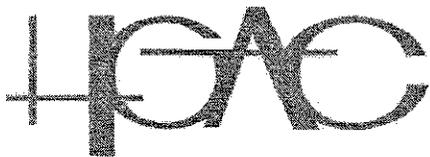
DRAFT SPECIFICATION / INVITATION:	June 01, 2011
PRE-BID/PROPOSAL CONFERENCE:	July 06, 2011 @ 9:00 a.m. CT; Conference Room C 2 nd floor
FINAL SPECIFICATION / INVITATION:	August 11, 2011
BID/PROPOSAL RESPONSES DUE:	September 12, 2011 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	September 12, 2011 @ 2:00 p.m. CT; H-GAC Clock Conference Room C 2 nd Floor
RECOMMENDATIONS TO BOARD:	November 15, 2011
CONTRACT START DATE & TERM:	January 01, 2012 through December 31, 2014
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Brian Denzel	Phone: 832-681-2554 E-mail: bdenzel@h-gac.com

CONTENTS OF THIS INVITATION

- SECTION A** - General Terms & Conditions
- SECTION B** - Product/Service Specific Requirements & Specifications (Final)
- SECTION C** - HGACBuy *FORMS* (Final)
- SECTION D** - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

3rd



Mailed 11-17-11

HOUSTON-GALVESTON AREA COUNCIL

November 16, 2011

W.S. Poston, President
Poston Equipment Sales, Inc.
1430 O'Day Road
Pearland, TX 77581

Dear Mr. Poston:

RE: CONTRACT NO. GR01-12 FOR SUPPLY OF GROUNDS & TURF EQUIPMENT

The Houston Galveston Area Council Board of Directors approved the award of the above referenced contract to your company for use by members of HGACBuy. This award must be accepted within 45 days of the date of this letter. To complete the process, please execute the following steps:

- 1) Sign and return **two (2) original contract documents with "Attachment A"** to my attention at the address below. After H-GAC management has signed the documents, one signed original will be returned to you.
- 2) Complete and return the attached **Information Request Form**.

It is HGACBuy's intent that members throughout the United States be able to place orders through this contract. If you would like to assign a dealer, please contact us.

NOTE: Any assignments done on a previous contract will not carry forward to this new contract and you must execute a new assignment to any company you wish to process orders under this contract.

Should you have any questions concerning these requirements or the contract, please call.

Yours very truly,

Veronica Johnson
Contract Specialist
Houston Galveston Area Council
Cooperative Purchasing Department
713-993-2446

Attachments

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone (713) 627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027-6466
Phone (713) 627-3200

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
POSTON EQUIPMENT SALES, INC.
Pearland, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Poston Equipment Sales, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1430 O'Day Road, Pearland, Texas 77581.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Grounds & Turf Equipment** Contract to become effective as of January 1, 2012, and to continue through December 31, 2014 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Grounds & Turf Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Grounds & Turf Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **GR01-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **GR01-12**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify

H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted; up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:

Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:

Deidre Vick, Director of Public Services

Date: _____, 20__

Signed for **Poston Equipment Sales, Inc.**
Pearland, Texas:

W. S. Poston

Printed Name & Title: W. S. Poston, President

Date: 11-17, 2011

Attest for **Poston Equipment Sales, Inc.**
Pearland, Texas:

Teresa Williams

Printed Name & Title: Teresa Williams, Office Manager

Date: 11-17, 2011

Attachment A
Poston Equipment Sales, Inc.
Grounds & Turf Equipment
Contract No. GR01-12

H-GAC Product Code	Item Description	Offered Price Discount from List
07A	Bandit Industries Hand Fed Chippers and Stump Grinders Retail Price List August 2011	11.5%



A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ROMCO EQUIPMENT CO.
Dallas, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **ROMCO Equipment Co.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 5151 Cash Road, Dallas, Texas 75247-5805.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Street Maintenance Equipment** Contract to become effective as of October 1, 2010, and to continue through September 30, 2012 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Street Maintenance Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Street Maintenance Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **SM10-10**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **SM10-10**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7: **SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: **REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: **MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: **SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: **DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the

Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further,

CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES
Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS
Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas: Jack Steele
Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas: Deidre Vick
Deidre Vick, Director of Public Services

Signed for ROMCO Equipment Co.
Dallas, Texas: David H. Fitch
Date: August 31, 2010
Printed Name & Title: DAVID H. FITCH VP Sales

Attest for ROMCO Equipment Co.
Dallas, Texas: Charles F. Clarkson
Date: 8-24, 2010
Printed Name & Title: CHARLES F. CLARKSON PRES
Date: 8-26, 2010

Attachment A
ROMCO Equipment Co.
Street Maintenance Equipment
Contract No. SM10-10

Product Code	Description	Price
Q208	Concrete Paver: Gomaco, 3200	\$135,446.00
Q209	Concrete Paver: Gomaco, 3600	\$183,512.00
Q210	Concrete Paver: Gomaco, Commander III	\$249,128.00
R211	Miscellaneous: Gomaco, C450 Concrete Finisher	\$63,720.00
A445	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD25D	\$42,461.00
A446	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD25F	\$46,443.00
A447	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD45D	\$63,212.00
A448	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD45F	\$67,307.00
A449	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD70D	\$75,727.00
A450	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD70F	\$79,761.00
A451	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD77DA	\$98,166.00
A452	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD77DX	\$84,881.00
A453	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD77F	\$89,078.00
A454	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD100D	\$103,034.00
A455	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD100F	\$107,995.00
A456	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD105DX	\$111,743.00
A457	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD105F	\$115,988.00
A458	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD116DX	\$115,737.00
A459	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD116F	\$119,749.00
A460	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD160DX	\$163,824.00
A461	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD160F	\$173,174.00
A462	Single Smooth Drum Vibratory Roller, : Volvo Construction, SD200DX	\$181,253.00
A463	Single Padfoot Drum Vibratory Roller, : Volvo Construction, SD200F	\$196,010.00
B464	Tandem Drum Vibratory Roller: Volvo Construction, DD14S	\$26,091.00
B465	Tandem Drum Vibratory Roller: Volvo Construction, DD16	\$29,586.00
B466	Tandem Drum Vibratory Roller: Volvo Construction, DD22	\$31,612.00
B467	Tandem Drum Vibratory Roller: Volvo Construction, DD24	\$32,695.00
B468	Tandem Drum Vibratory Roller: Volvo Construction, DD29	\$38,064.00
B469	Tandem Drum Vibratory Roller: Volvo Construction, DD31HF	\$41,778.00
B470	Tandem Drum Vibratory Roller: Volvo Construction, DD38HF	\$50,822.00
B471	Tandem Drum Vibratory Roller: Volvo Construction, DD70	\$95,440.00
B472	Tandem Drum Vibratory Roller: Volvo Construction, DD70HF	\$100,527.00
B473	Tandem Drum Vibratory Roller: Volvo Construction, DD90	\$108,368.00
B474	Tandem Drum Vibratory Roller: Volvo Construction, DD90HF	\$115,927.00
B475	Tandem Drum Vibratory Roller: Volvo Construction, DD112HF	\$123,232.00
B476	Tandem Drum Vibratory Roller: Volvo Construction, DD118HF	\$135,257.00
B477	Tandem Drum Vibratory Roller: Volvo Construction, DD118HFA	\$141,967.00
B478	Tandem Drum Vibratory Roller: Volvo Construction, DD132HF	\$142,302.00
B479	Tandem Drum Vibratory Roller: Volvo Construction, DD138HF	\$158,262.00
B480	Tandem Drum Vibratory Roller: Volvo Construction, DD138HFA	\$166,128.00

C481	Combination Roller: Volvo Construction, Model CR24	\$43,598.00
C482	Combination Roller: Volvo Construction, Model CR30	\$53,381.00
E483	Pneumatic Roller: Volvo Construction, PT125R	\$63,245.00
E484	Pneumatic Roller: Volvo Construction, PT240R	\$111,487.00
N485	Asphalt Milling/Planing/Reclaiming Machine:Volvo MW500	\$152,564.00
N486	Asphalt Milling/Planing/Reclaiming Machine:Volvo MT2000	\$465,270.00
Q487	Paver: Volvo Construction: PF2181	\$182,011.00
Q488	Paver: Volvo Construction: PF6160	\$220,859.00
Q489	Paver: Volvo Construction: PF6170	\$227,702.00
Q490	Paver: Volvo Construction: PF4410	\$208,131.00
Q491	Paver: Volvo Construction: PF6110	\$243,002.00



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

State of California
CONTRACT NOTIFICATION
 *****MANDATORY*****

CONTRACT NUMBER:	1-11-23-20, Supplement 1
DESCRIPTION:	Trucks, Vans, and Utility Vehicles
CONTRACTOR(S):	Downtown Ford Sales Wondries Fleet Group Coalinga Motors Swift Chrysler Jeep Dodge Hoblit Motors Riverview International McPeek's Dodge of Anaheim
CONTRACT TERM:	02/14/2011 through 08/31/2012
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 christina.nunez@dgs.ca.gov

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

Original Signed

Christina Nunez, Contract Administrator

Date: 10/11/2011

Contract 1-11-23-20 Pricing Page

Rev. 10/11/2011

Terms: \$500 discount per vehicle for payment within 20 days
 \$500 discount per vehicle for payment within 21 days *
 \$200 discount per vehicle for payment within 20 days **

Contract Line Item	Dealer	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Manufacturer	Model	Contract Unit Price	California Environmental Performance Label	
									Global Warming	Smog
1	Downtown Ford Sales (916) 442-6931	GP II 2WD Mini Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Ford	Ranger	\$12,475.00	TBA	TBA
1.1				Each	1			\$480.00		
2	Wondries Fleet Group* (626) 457-5593	GP II 2WD Mini Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Chevrolet	Colorado	\$14,403.00	TBA	TBA
2.1				Each	1			\$839.00		
3	Wondries Fleet Group* (626) 457-5593	GP II 4WD Mini Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Chevrolet	Colorado	\$16,737.00	TBA	TBA
3.1				Each	1			\$839.00		
4	Coalinga Motors* (916) 429-4700	GP II 2WD Mini Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Chevrolet	Colorado	\$15,854.00	TBA	TBA
4.1				Each	1			\$1,000.00		
5	Coalinga Motors* (916) 429-4700	GP II 4WD Mini Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Chevrolet	Colorado	\$19,105.00	TBA	TBA
5.1				Each	1			\$1,000.00		
6	Wondries Fleet Group* (626) 457-5593	GP II 2WD Mini Pickup Crew Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Chevrolet	Colorado	\$17,695.00	TBA	TBA
6.1				Each	1			\$839.00		
7	Coalinga Motors* (916) 429-4700	GP II 4WD Mini Pickup Crew Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Chevrolet	Colorado	\$20,784.00	TBA	TBA
7.1				Each	1			\$1,000.00		

8	Downtown Ford Sales (916) 442-6931	GP III 2WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Ford	F150	\$15,389.00	TBA	TBA
8.1				Each	1			\$490.00		
9	Downtown Ford Sales (916) 442-6931	GP III 2WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Ford	F150	\$17,636.00	TBA	TBA
9.1				Each	1			\$490.00		
10	Downtown Ford Sales (916) 442-6931	GP IV 2WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Ford	F150	\$15,652.00	TBA	TBA
10.1				Each	1			\$490.00		
11	Wondries Fleet Group* (916) 442-6931	GP IV 2WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Chevrolet	Silverado 1500	\$18,013.00	TBA	TBA
11.1				Each	1			\$836.00		
12	Coalinga Motors* (916) 429-4700	GP IV 4WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Chevrolet	Silverado 1500	\$21,789.00	TBA	TBA
12.1				Each	1			\$1,000.00		
13	Downtown Ford Sales (916) 442-6931	GP V 2WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Sacramento	Each	1	Ford	F250	\$17,199.00	TBA	TBA
14	Downtown Ford Sales (916) 442-6931	GP V 2WD Cab & Chassis Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Sacramento	Each	1	Ford	F250	\$16,651.00	TBA	TBA
15	Downtown Ford Sales (916) 442-6931	GP VI 4WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Ford	F150	\$18,831.00	TBA	TBA
15.1				Each	1			\$480.00		
16	Downtown Ford Sales (916) 442-6931	GP VI 4WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Sacramento	Each	1	Ford	F150	\$20,956.00	TBA	TBA
16.1				Each	1			\$480.00		
17	Downtown Ford Sales (916) 442-6931	GP VII 4WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Sacramento	Each	1	Ford	F250	\$20,200.00	TBA	TBA
				Each	1					

18	Wondries Fleet Group* (626) 457-5593	GP VII 4WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10	Sacramento	Each	1	Chevrolet	Silverado 1500	\$22,317.00	TBA	TBA
19	Downtown Ford Sales (916) 442-6931	GP VII 4WD Cab & Chassis Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Sacramento	Each	1	Ford	F250	\$19,936.00	TBA	TBA
20	Swift Chrysler Jeep Dodge (530) 771-3821	GP I Mini-Van, 7-Passenger, in accordance with specification #2320-1345 dated 8/19/10	Sacramento	Each	1	Dodge	Grand Caravan	\$21,207.00	TBA	TBA
20.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$1,029.00		
21	Coalinga Motors* (916) 429-4700	GP II Full Size 8-Passenger, in accordance with specification #2320-1345 dated 8/19/10	Sacramento	Each	1	Chevrolet	Express 1500	\$19,492.00	TBA	TBA
21.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$1,000.00		
22	Not Available	GP III Full Size 12-Passenger, in accordance with specification #2320-1345 dated 8/19/10	Sacramento	Each	1	N/A	N/A	N/A	TBA	TBA
23	Downtown Ford Sales (916) 442-6931	GP IV Extended 15-Passenger, in accordance with specification #2320-1345 dated 8/19/10	Sacramento	Each	1	Ford	E350	\$22,815.00	TBA	TBA
24	Hoblitt Motors (530) 666-7931	GP V Mini-Van, Cargo, in accordance with specification #2320-1345 dated 8/19/10	Sacramento	Each	1	Ford	Transit Connect	\$19,650.00	TBA	TBA
24.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$760.00		
25	Coalinga Motors* (916) 429-4700	GP VI Cargo Van, Full Size, in accordance with specification #2320-1345 dated 8/19/10	Sacramento	Each	1	Chevrolet	Express 1500	\$18,339.00	TBA	TBA
25.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$1,000.00		
26	Downtown Ford Sales (916) 442-6931	GP VII Cargo Van, Full Size, in accordance with specification #2320-1345 dated 8/19/10	Sacramento	Each	1	Ford	E250	\$17,594.00	TBA	TBA
27	Downtown Ford Sales (916) 442-6931	GP I Small Utility, 4WD in accordance with specification #2320-1346 R2 dated 11/17/10	Sacramento	Each	1	Ford	Escape	\$18,312.00	TBA	TBA
27.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$480.00		

28	Not Available	GP II Mid-Size Utility, 4WD in accordance with specification #2320-1346 R2 dated 11/17/10	Sacramento	Each	1	N/A	N/A	N/A	TBA	TBA
28.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1					
29	Downtown Ford Sales	GP III Full Size Utility, 4WD in accordance with specification #2320-1346 R2 dated 11/17/10	Sacramento	Each	1	Ford	Expedition	\$26,894.00	TBA	TBA
29.1	(916) 442-6931	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$480.00		
30	Downtown Ford Sales	GP I 2WD Pickup, Regular Cab, Rear Step Bumper, Min 10K GVWR, 131" WB in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F350	\$18,784.00	TBA	TBA
30.1	(916) 442-6931									
31	Wondries Fleet Group*	GP I 2WD Cab & Chassis Regular Cab in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F350	\$19,859.57	TBA	TBA
31.1	(626) 457-5593									
32	Wondries Fleet Group*	GP I 4WD Cab & Chassis Regular Cab in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F350	\$22,515.93	TBA	TBA
32.1	(626) 457-5593									
33	Downtown Ford Sales	GP I 2WD Cab & Chassis Extra Cab Min 154" WB in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F350	\$22,090.00	TBA	TBA
33.1	(916) 442-6931									
34	Wondries Fleet Group*	GP I 2WD Cab & Chassis Crew Cab Min 167" WB in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F350	\$22,674.60	TBA	TBA
34.1	(626) 457-5593									
35	Wondries Fleet Group*	GP II 2WD 18K GVWR Cab & Chassis Regular Cab, Gasoline, in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F450	\$25,502.60	TBA	TBA
35.1	(626) 457-5593									
36	Wondries Fleet Group*	GP II 2WD 16K GVWR Cab & Chassis Regular Cab, Diesel in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F450	\$31,708.95	TBA	TBA
36.1	(626) 457-5593									
37	Wondries Fleet Group*	GP III 2WD 17.5K GVWR Cab & Chassis Regular Cab, Gasoline, in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F550	\$26,704.50	TBA	TBA
37.1	(626) 457-5593									

38	Wondries Fleet Group* (626) 457-5593	GP III 2WD 17.5K GVWR Cab & Chassis Regular Cab, Diesel in accordance with specification #2320-1347 dated 8/23/10	Sacramento	Each	1	Ford	F550		\$32,910.85	TBA	TBA
39	Downtown Ford Sales (916) 442-6931	GP I 2WD Cab & Chassis Regular Cab, Diesel in accordance with specification #2320-1400 R1 dated 10/11/10	Sacramento	Each	1	Ford	F650		\$50,292.00	TBA	TBA
40	Riverview International** (916) 371-3110	GP II 2WD Cab & Chassis Regular Cab, Diesel in accordance with specification #2320-1400 R1 dated 10/11/10	Sacramento	Each	1	International	DuraStar		\$66,149.40	TBA	TBA
41	Riverview International** (916) 371-3110	GP III 2WD Cab & Chassis Regular Cab, Diesel in accordance with specification #2320-1400 R1 dated 10/11/10	Sacramento	Each	1	International	DuraStar		\$67,611.05	TBA	TBA
42	Riverview International** (916) 371-3110	GP IV 6X4 Cab & Chassis Regular Cab, Diesel in accordance with specification #2320-1400 R1 dated 10/11/10	Sacramento	Each	1	International	WorkStar		\$105,584.23	TBA	TBA
43	Downtown Ford Sales (916) 442-6931	GP I 2WD Mini Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Ford	Ranger		\$12,625.00	TBA	TBA
43.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1				\$480.00		
44	Wondries Fleet Group* (626) 457-5593	GP II 2WD Mini Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Colorado		\$14,406.00	TBA	TBA
44.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1				\$839.00		
45	Wondries Fleet Group* (626) 457-5593	GP II 4WD Mini Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Colorado		\$16,737.00	TBA	TBA
45.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1				\$839.00		
46	Coalinga Motors* (916) 429-4700	GP II 2WD Mini Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Colorado		\$15,955.00	TBA	TBA
46.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1				\$1,000.00		
47	Coalinga Motors* (916) 429-4700	GP II 4WD Mini Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Colorado		\$19,206.00	TBA	TBA
47.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1				\$1,000.00		

48	Wondries Fleet Group*	GP II 2WD Mini Pickup Crew Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Colorado	\$17,695.00	TBA	TBA
48.1	(626) 457-5593	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$839.00		
49	Coalinga Motors*	GP II 4WD Mini Pickup Crew Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Colorado	\$20,885.00	TBA	TBA
49.1	(916) 429-4700	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$1,000.00		
50	Downtown Ford Sales	GP III 2WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Ford	F150	\$15,539.00	TBA	TBA
50.1	(916) 442-6931	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$490.00		
51	Downtown Ford Sales	GP III 2WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Ford	F150	\$17,836.00	TBA	TBA
51.1	(916) 442-6931	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$490.00		
52	Downtown Ford Sales	GP IV 2WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Ford	F150	\$15,802.00	TBA	TBA
52.1	(916) 442-6931	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$490.00		
53	Wondries Fleet Group*	GP IV 2WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Silverado 1500	\$18,013.00	TBA	TBA
53.1	(626) 457-5593	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$839.00		
54	Wondries Fleet Group*	GP IV 4WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Silverado 1500	\$21,145.00	TBA	TBA
54.1	(626) 457-5593	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$839.00		
55	Downtown Ford Sales	GP V 2WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Ford	F250	\$17,349.00	TBA	TBA
	(916) 442-6931									
56	Wondries Fleet Group*	GP V 2WD Cab & Chassis Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Ford	F250	\$16,797.00	TBA	TBA
	(626) 457-5593									
57	Wondries Fleet Group*	GP VI 4WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Silverado 1500	\$17,781.00	TBA	TBA
57.1	(626) 457-5593	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$839.00		

58	Downtown Ford Sales (916) 442-6931	GP VI 4WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Los Angeles	Each	1	Ford	F150	\$21,150.00	TBA	TBA
58.1				Each	1			\$480.00		
59	Downtown Ford Sales (916) 442-6931	GP VII 4WD Pickup Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Ford	F250	\$20,350.00	TBA	TBA
60	Wondries Fleet Group* (626) 457-5593	GP VII 4WD Pickup Extra Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Silverado 2500	\$22,317.00	TBA	TBA
61	Wondries Fleet Group* (626) 457-5593	GP VII 4WD Cab & Chassis Regular Cab in accordance with specification #2320-1343 dated 8/6/10	Los Angeles	Each	1	Chevrolet	Silverado 2500	\$19,668.00	TBA	TBA
62	McPeek's Dodge of Anaheim (714) 254-2615	GP I Mini-Van, 7-Passenger, in accordance with specification #2320-1345 dated 8/19/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Los Angeles	Each	1	Dodge	Grand Caravan	\$21,283.00	TBA	TBA
62.1				Each	1			\$1,245.00		
63	Coalinga Motors* (916) 442-6931	GP II Full Size 8-Passenger, in accordance with specification #2320-1345 dated 8/19/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Los Angeles	Each	1	Chevrolet	Express 1500	\$19,593.00	TBA	TBA
63.1				Each	1			\$1,000.00		
64	Not Available	GP III Full Size 12-Passenger, in accordance with specification #2320-1345 dated 8/19/10	Los Angeles	Each	1	N/A	N/A	N/A	TBA	TBA
65	Downtown Ford Sales (916) 442-6931	GP IV Extended 15-Passenger, in accordance with specification #2320-1345 dated 8/19/10	Los Angeles	Each	1	Ford	E350	\$22,965.00	TBA	TBA
66	Hoblitt Motors (530) 666-7931	GP V Mini-Van, Cargo, in accordance with specification #2320-1345 dated 8/19/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Los Angeles	Each	1	Ford	Transit Connect	\$19,775.00	TBA	TBA
66.1				Each	1			\$760.00		
67	Coalinga Motors* (916) 442-6931	GP VI Cargo Van, Full Size, in accordance with specification #2320-1345 dated 8/19/10 5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.	Los Angeles	Each	1	Chevrolet	Express 1500	\$18,440.00	TBA	TBA
67.1				Each	1			\$1,000.00		

68	Downtown Ford Sales (916) 442-6931	GP VII Cargo Van, Full Size, in accordance with specification #2320-1345 dated 8/19/10	Los Angeles	Each	1	Ford	E250	\$17,744.00	TBA	TBA
69	Downtown Ford Sales (916) 442-6931	GP I Small Utility, 4WD in accordance with specification #2320-1346 R2 dated 11/17/10	Los Angeles	Each	1	Ford	Escape	\$18,600.00	TBA	TBA
69.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$480.00		
70	Not Available	GP II Mid-Size Utility, 4WD in accordance with specification #2320-1346 R2 dated 11/17/10	Los Angeles	Each	1	N/A	N/A		TBA	TBA
70.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1					
71	Downtown Ford Sales (916) 442-6931	GP III Full Size Utility, 4WD in accordance with specification #2320-1346 R2 dated 11/17/10	Los Angeles	Each	1	Ford	Expedition	\$26,994.00	TBA	TBA
71.1		5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$480.00		
72	Downtown Ford Sales (916) 442-6931	GP I 2WD Pickup, Regular Cab, Rear Step Bumper, Min 10K GVWR, 131" WB in accordance with specification #2320-1347 dated 8/23/10	Los Angeles	Each	1	Ford	F350	\$18,934.00	TBA	TBA
73	Wondries Fleet Group* (626) 457-5593	GP I 2WD Cab & Chassis Regular Cab in accordance with specification #2320-1347 dated 8/23/10	Los Angeles	Each	1	Ford	F350	\$19,853.57	TBA	TBA
74	McPeek's Dodge of Anaheim (714) 254-2615	GP I 4WD Cab & Chassis Regular Cab in accordance with specification #2320-1347 dated 8/23/10	Los Angeles	Each	1	Dodge	3500	\$22,340.00	TBA	TBA
75	Downtown Ford Sales (916) 442-6931	GP I 2WD Cab & Chassis Extra Cab Min 154" WB in accordance with specification #2320-1347 dated 8/23/10	Los Angeles	Each	1	Ford	F350	\$22,240.00	TBA	TBA
76	Wondries Fleet Group* (626) 457-5593	GP I 2WD Cab & Chassis Crew Cab Min 167" WB in accordance with specification #2320-1347 dated 8/23/10	Los Angeles	Each	1	Ford	F350	\$22,674.60	TBA	TBA
77	Wondries Fleet Group* (626) 457-5593	GP II 2WD 15K GVWR Cab & Chassis Regular Cab, Gasoline, in accordance with specification #2320-1347 dated 8/23/10	Los Angeles	Each	1	Ford	F450	\$25,502.60	TBA	TBA

	Wondries Fleet Group	Factory Options	n/a	various	various	n/a	n/a	n/a	10%	10%
	Coalinga Motors	Factory Options	n/a	various	various	n/a	n/a	n/a	10%	10%
n/a	Swift Chrysler Jeep Dodge	Factory Options	n/a	various	various	n/a	n/a	n/a	10%	10%
	Hoblit Motors	Factory Options	n/a	various	various	n/a	n/a	n/a	10%	10%
	Elk Grove Auto Group	Factory Options	n/a	various	various	n/a	n/a	n/a	10%	10%
	Riverview International	Factory Options	n/a	various	various	n/a	n/a	n/a	10%	0%
n/a	McPeek's Dodge of Anaheim	Factory Options	n/a	various	various	n/a	n/a	n/a	10%	10%