

Meeting Date: 8/30/2016

Report Type: Consent

Report ID: 2016-00816

Title: Cooperative Purchase Agreements: Replacement Vehicles (Published for 10-Day Review 08/18/2016)

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of cooperative purchase agreements from the State of California, the County of Alameda, and the National Joint Powers Alliance with various vendors for the purchase of sedans, vans, sport utility vehicles, and trucks in a total amount not to exceed \$3,477,496 (as shown in Attachment 1) during the terms of each respective contract or until the contracts are no longer available for use; 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Fleet Management

Dept ID: 15003211

Attachments:

1-Description/Analysis

2-Attachment 1

3-Agreements

City Attorney Review

Approved as to Form

Gary Lindsey

8/4/2016 9:36:54 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/3/2016 8:42:19 AM

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has an ongoing requirement to purchase replacement vehicles to support mission critical operations performed by City departments. Time is of the essence when replacing vehicles to prevent interruptions in service and higher repair and maintenance costs associated with keeping assets beyond their scheduled replacement. To expedite this process, this report recommends using the cooperative purchase agreements identified in Attachment 1 to purchase the needed sedans, vans, sport utility vehicles, and trucks.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 and the Sacramento City Council Rules of Procedure, Chapter 7, Section E.2.d, which requires additional posting time for labor agreements and agreements greater than \$1 million.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: Each of the recommended cooperative purchase agreements has been competitively bid, meets the needs of the City's fleet, offers better pricing than the City would receive through its own bid process due to a higher purchase volume, and eliminates the lengthy process of bidding and executing individual City contracts. The quantities listed in Attachment 1 are estimates based on the historical and anticipated needs of City departments. Actual purchases may vary based on department needs at the time of the purchase. The sum of all purchases under the 30 agreements (listed in Attachment 1) shall not exceed \$3,477,496.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers capital 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

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: Purchases under the recommended cooperative purchase agreements will be made from the DPW operating budget (Fleet Fund, Fund 6501) and charged to the customer department's multi-year operating project (MYOP) for replacement vehicles and equipment. Sufficient funding is available in the DPW FY2016/17 operating budget and customer department MYOPs to support the recommended purchases.

In determining the recommended spending authorization in the not-to-exceed amount of \$3,477,496, Fleet Management compared the replacement vehicles and equipment to be purchased against available cooperative purchase agreements. The information provided in Attachment 1 is the best estimate at this time of the replacement vehicles and equipment that can be purchased from these agreements. This recommended spending authorization includes a fifteen percent increase of \$453,586 in the total amount for contingency purposes, and flexibility in terms of vehicle manufacturer and vendor selection. This will allow Fleet Management to respond quickly to the changing operational needs of City departments, and indeterminate events such as vehicle accidents, or increased quantities as a result of grant funding or increased service demands. Customer departments are required to obtain Finance Department approval, and provide funding for, purchases above and beyond what is included in the planned replacement schedule.

Local Business Enterprise (LBE): The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs. Downtown Ford Sales, Elk Grove Auto Group, and Winner Chevrolet are LBE vendors.

Attachment 1

Cooperative Purchase Agreements for Replacement Vehicles

Vehicle / Equipment Type	Qty	Amount	Cooperative Agency	Contract No.	Expiration Date	Vendor
Sedans	17	\$590,305	State of CA	1-16-23-10 A	2/21/18	Downtown Ford
				1-16-23-10 B		Elk Grove Auto Group
				1-16-23-10 C		Freeway Toyota
				1-16-23-10 D		Winner Chevrolet
				1-16-23-10 E		Wondries Fleet Group
				1-16-23-10 F		Elk Grove Ford
				1-16-23-10 G		Selma Nissan
				1-16-23-10 H		Bakersfield Hyundai
				1-16-23-10 I		Toyota Sunnysvale
			County of Alameda	901418	3/7/17	Stockton Nissan
						The Ford Store
				901459	5/31/17	My Chevrolet
			NJPA			My Jeep-Chrysler-Dodge-Ram
				102811-NAF	1/17/17	National Auto Fleet Group
Vans and SUVs	26	\$1,046,154	State of CA	1-16-23-23 A	2/21/18	Downtown Ford
				1-16-23-23 B		Elk Grove Auto Group
				1-16-23-23 C		Freeway Toyota
				1-16-23-23 D		Winner Chevrolet
				1-16-23-23 E		Wondries Fleet Group
				1-16-23-23 F		Elk Grove Ford
				1-16-23-23 G		Selma Nissan
				1-16-23-23 H		Swift Superstore
			County of Alameda	901418	3/7/17	Stockton Nissan
						The Ford Store
				901459	5/31/17	My Chevrolet
			NJPA			My Jeep-Chrysler-Dodge-Ram
				102811-NAF	1/17/17	National Auto Fleet Group

Vehicle / Equipment Type	Qty	Amount	Cooperative Agency	Contract No.	Expiration Date	Vendor
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Trucks	34	\$1,387,451	State of CA	1-16-23-20 A	2/21/18	Downtown Ford
				1-16-23-20 B		Elk Grove Auto Group
				1-16-23-20 C		Freeway Toyota
				1-16-23-20 D		Winner Chevrolet
				1-16-23-20 E		Wondries Fleet Group
				1-16-23-20 F		Elk Grove Ford
				1-16-23-20 G		Selma Nissan
				1-16-23-20 H		Swift Superstore
				1-16-23-20 I		Fred M. Boerner Motor Co.
				1-16-23-20 J		Riverview International
			County of Alameda	901418	3/7/17	Stockton Nissan
				901459	5/31/17	The Ford Store
			NJPA	102811-NAF	1/17/17	My Chevrolet
						My Jeep-Chrysler-Dodge-Ram
			National Auto Fleet Group			

Total	77	\$3,023,910				
Contingency		\$453,586				
Grand Total	77	\$3,477,496				

Notes:

1. The quantities listed above are estimates. Actual purchases may vary based on department needs at the time of purchase.
2. A contingency equal to 15 percent is included to provide flexibility in terms of vehicle manufacturer and vendor selection. This will allow Fleet Management to respond quickly to the changing operational needs of departments, and indeterminate events such as vehicle accidents, or increased quantities as a result of grant funding or increased service demands. Departments are required to obtain Finance Department approval, and provide funding for, purchases above and beyond what is included in the planned replacement schedule.



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

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

CONTRACT NUMBER:	1-16-23-10 A through I, Supplement 1
DESCRIPTION:	Fleet Vehicles – Cars
CONTRACTOR(S):	Downtown Ford Sales (1-16-23-10A) Elk Grove Auto Group (1-16-23-10B) Freeway Toyota (1-16-23-10C) Winner Chevrolet (1-16-23-10D) Wondries Fleet Group (1-16-23-10E) Elk Grove Ford (1-16-23-10F) Selma Nissan (1-16-23-10G) Bakersfield Hyundai (1-16-23-10H) Toyota Sunnyvale (1-16-23-10I)
CONTRACT TERM:	2/22/2016 through 2/21/2018
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

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

Signature on File

Christina Nunez, Contract Administrator

Date: 6/15/2016

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1
Contract User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
1	<p>Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated to reflect changes to the following: <ul style="list-style-type: none"> <u>Rank 1</u> Line item # 4 – Delete Chevrolet Spark. <u>Rank 1</u> Line item # 27 – Chevrolet Impala Limited has been replaced by a new Chevrolet Impala with a price increase. <u>Rank 1</u> Line item # 28 – Price increase on CNG Chevrolet Impala <u>Rank 2/3</u> Line item # 28 – Delete e85 Ford Taurus from Rank 2. Move e85 Dodge Charger from Rank 3 to Rank 2. 	6/15/2016

Note: Most recent supplement changes are highlighted in red.

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1 Contract User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Cars at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-16-23-10 A - I. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Cars to the State.

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

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item. See Article 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1 Contract User Instructions

- Local governmental agency
- Contact name
- Telephone number
- Mailing address
- Facsimile number and e-mail address

DGS Billing Code Contact: (916) 375-4400

- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on “Purchasing” under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against the contract the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

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

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

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

6. CONTRACT ITEMS

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

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Attachment D, Vehicle Information

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1 Contract User Instructions

Questionnaires, provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire for the dealer that is listed in the line item you are inquiring about.

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

Ranking Order

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

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

Sales Tax

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

Options

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

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

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

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

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

Tire Fee

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

Document Processing Charge

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

7. SPECIFICATIONS

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

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

8. CUSTOMER SERVICE

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

The customer service unit shall be staffed with individuals that:

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

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

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-16-23-10A	Graham Enos	(916) 442-6931	grahamenos@downtownfordsales.com
Elk Grove Auto Group	1-16-23-10B	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Freeway Toyota	1-16-23-10C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-16-23-10D	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Wondries Fleet Group	1-16-23-10E	Yesenia Covarrubias	(626) 457-5590	yesenia@wondries.com
Elk Grove Ford	1-16-23-10F	Dwane Gallati	(916) 429-4702	dwanefleet@hotmail.com
Selma Nissan	1-16-23-10G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Bakersfield Hyundai	1-16-23-10H	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Toyota Sunnyvale	1-16-23-10I	Stan Wolowski	(408) 306-1960	stanwolowski@toyotasunnyvale.com

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

9. PRODUCT SUBSTITUTIONS

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

10. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

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

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

2) Blanket Orders

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

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

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

- [ARRA Supplemental Terms and Conditions](#)

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

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B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and OFAM approval stamp is used by State departments only).

C. Documentation

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

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

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

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

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract #	U.S. Mail	Facsimile	Email
1-16-23-10A	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811 Attn: Graham Enos	(916) 491-3138	grahamenos@downtownfordsales.com
1-16-23-10B	Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com
1-16-23-10C	Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-10D	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com
1-16-23-10E	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com

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1-16-23-10F	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com
1-16-23-10G	Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-10H	Bakersfield Hyundai 5300 Wible Road Bakersfield, CA 93313 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-10I	Toyota Sunnyvale 898 W. El Camino Real Sunnyvale, CA 94087 Attn: Stan Wolowski	(408) 774-3501	stanwolowski@toyotasunnyvale.com

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

13. ORDER ACCEPTANCE

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

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

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

14. ORDER ACKNOWLEDGEMENT

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

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

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

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15. DELAYED PRODUCTION REMEDY

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

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

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

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

16. DISCONTINUED VEHICLE REMEDY

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

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

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

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

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

Delivery:

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

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

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

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

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

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Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

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

FOB Point

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

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

Documents

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

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

18. INSPECTION AND ACCEPTANCE

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

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

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

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

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1
Contract User Instructions

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

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

21. SHIPPED ORDERS

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

22. CONTRACT ADMINISTRATION

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

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

Dealer Contact Information	Downtown Ford Sales Contract # 1-16-23-10A	Elk Grove Auto Group Contract # 1-16-23-10B
Contact Name:	Graham Enos	Bill Kemery
Telephone:	(916) 442-6931	(916) 429-4700
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	grahamenos@downtownfordsales.com	billk@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811	Elk Grove Auto Grove 8575 Laguna Grove Drive Elk Grove, CA 95757

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1
Contract User Instructions

Dealer Contact Information	Freeway Toyota Contract # 1-16-23-10C	Winner Chevrolet Contract # 1-16-23-10D
Contact Name:	Pat Ireland	Bill Kemery
Telephone:	(559) 707-5735	(916) 429-4700
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	billk@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757
Dealer Contact Information	Wondries Fleet Group Contract # 1-16-23-10E	Elk Grove Ford Contract # 1-16-23-10F
Contact Name:	Clarke Cooper	Dwane Galatti
Telephone:	(626) 457-5590	(916) 429-4702
Facsimile:	(626) 457-5593	(530) 884-4141
Email:	clarkecooper@wondries.com	dwanefleet@hotmail.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757
Dealer Contact Information	Selma Nissan Contract # 1-16-23-10G	Bakersfield Hyundai Contract # 1-16-23-10H
Contact Name:	Pat Ireland	Pat Ireland
Telephone:	(559) 707-5735	(559) 707-5735
Facsimile:	(559) 961-4601	(559) 961-4601
Email:	patireland1962@yahoo.com	patireland1962@yahoo.com
Address:	Selma Nissan 2525 Highland Ave. Selma, CA 93662	Bakersfield Hyundai 5300 Wible Road Bakersfield, CA 93313
Dealer Contact Information	Toyota Sunnyvale Contract # 1-16-23-10I	
Contact Name:	Stan Wolowski	
Telephone:	(408) 306-1960	
Facsimile:	(408) 774-3501	
Email:	stanwolowski@toyotasunnyvale.com	
Address:	Toyota Sunnyvale 898 W. El Camino Real Sunnyvale, CA 94087	

23. RESTOCKING FEES

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

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

24. INVOICING

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

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1 Contract User Instructions

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Ordering Agency Contact Information
- Product description
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-16-23-10 A - H include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-16-23-10I 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. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

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

C. Payee Data Record

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

26. CALIFORNIA SELLER'S PERMIT

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

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1
Contract User Instructions

Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	Ford: 98-037902 Nissan: 101-540822 Kia: 102-238650
Elk Grove Ford	101-679917
Selma Nissan	22-844821
Bakersfield Hyundai	101-638163
Toyota Sunnyvale	26-117132

27. Warranty

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

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

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

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

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

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

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

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

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

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

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

Contract (Mandatory) 1-16-23-10 A – I, Supplement 1 **Contract User Instructions**

28. REPAIR PARTS

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

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

29. MAINTENANCE PLAN

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

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

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

30. RECYCLED CONTENT

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

31. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

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

32. ATTACHMENTS

Attachment A – Contract Pricing

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

Attachment C – Postconsumer Content Certification Workbook

Attachment D – Vehicle Information Questionnaires

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- 4x2 – Two wheel drive
- 4x4 – Four wheel drive
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description unless stated otherwise. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

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

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (maximum 87 octane)
- Diesel
- Flexible Fuel Vehicles (FFV) also called Ethanol or E85
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric Vehicles (HEV)
- Plug-in Hybrid Electric Vehicles (PHEV)
- Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
- Fuel Cell Vehicles (FCV)

3.3 CARS

Car line items that call for a 5-door hatchback require a rear door that provides access to a cargo area.

Car line items that call for 4-Doors require a locking trunk that conceals the cargo from view from the outside of the vehicle (a 5-door "hatchback" will not be accepted).

3.4 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.5 SPORT UTILITY VEHICLES (SUV):

All SUVs shall come equipped with a hard top roof.

SUVs that call for a minimum cargo volume refers to the cargo volume behind the first row of seats.

SUVs that call for "4x4 Off-Road" require a limited slip or locking rear differential and meet the minimum requirement for ground clearance listed in the line item description.

3.6 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Supplement 1
Attachment A - Contract Pricing RANK 1
Fleet Vehicles - CARS
Contract 1-16-23-10 A - I

Terms: \$500 discount per vehicle for payment with 20 days for all dealers except:
 • Toyota Sunnyvale - no discount for payment within 20 days

Most recent supplement changes are in **Red Italic**

Contract Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, FUEL CELL Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Toyota	Mirai	\$40,800.00	\$2,750.00	Toyota Sunnyvale	1-16-23-10I
2	NONE										
3	NONE										
4	NONE										
5	NONE										
6	Compact Hatchback, 5-Door, 4-Passenger, 60 Mile Range ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Ford	Focus S	\$26,190.00	\$499.00	Elk Grove Ford	1-16-23-10F
7	NONE										
8	NONE										
9	Midsized Hatchback, 5-Door, 4-Passenger, 60 Mile Range ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Nissan	Leaf	\$20,558.00	\$499.00	Wondries Fleet Group	1-16-23-10E
10	Small Station Wagon, 5-Door, 4-Passenger, 60 Mile Range ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Kia	Soul	\$32,303.00	\$499.00	Wondries Fleet Group	1-16-23-10E
11	Compact Hatchback, 4-Door, 4-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Chevrolet	Volt	\$29,994.00	\$499.00	Winner Chevrolet	1-16-23-10D
12	Midsized Hatchback, 5-Door, 5-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Ford	C-Max SE	\$28,810.00	\$499.00	Elk Grove Ford	1-16-23-10F

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
13	Midsize Car, 4-Door, 5-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Hyundai	Sonata	\$30,879.00	\$499.00	Bakersfield Hyundai	1-16-23-10H
14	NONE										
15	Compact Hatchback, 5-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Toyota	Prius C	\$19,607.00	\$499.00	Freeway Toyota	1-16-23-10C
16	Midsize Car, 4-Door, 5-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101504	Each	1	Ford	Fusion S	\$23,080.00	\$499.00	Elk Grove Ford	1-16-23-10F
17	Midsize Hatchback, 5-Door, 5-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101504	Each	1	Toyota	Prius	\$23,446.00	\$499.00	Freeway Toyota	1-16-23-10C
18	NONE										
19	Large Hatchback, 4-Door, 5-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Ford	C-Max SE	\$22,045.00	\$499.00	Elk Grove Ford	1-16-23-10F
20	Station Wagon, 5-Door, 5-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Toyota	Prius V	\$25,431.00	\$499.00	Freeway Toyota	1-16-23-10C
21	Compact Car, 4-Door, 4-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Chevrolet	Sonic LS	\$14,775.00	\$499.00	Winner Chevrolet	1-16-23-10D
22	Midsize Car, 4-Door, 5-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Nissan	Sentra	\$16,229.00	\$499.00	Selma Nissan	1-16-23-10G
23	Small Station Wagon, 5-Door, 5-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Chevrolet	Sonic 5 LS	\$15,662.00	\$499.00	Winner Chevrolet	1-16-23-10D
24	Small Station Wagon AWD, 5-Door, 5-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Nissan	Juke	\$21,518.00	\$499.00	Wondries Fleet Group	1-16-23-10E
25	Compact Car, 4-Door, 4-Passenger, E85 Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Ford	Focus	\$15,682.00	\$499.00	Wondries Fleet Group	1-16-23-10E

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Midsize Car, 4-Door, 5-Passenger, E85 Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Dodge	Dart SE	\$17,210.00	\$499.00	Elk Grove Auto Group	1-16-23-10B
27	Large Car, 4-Door, 5-Passenger, E85 Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Chevrolet	Impala	\$21,780.00	\$499.00	Winner Chevrolet	1-16-23-10D
28	Car, 4-Door, 4-Passenger, CNG Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Chevrolet	Impala 2FL	\$32,829.00	\$499.00	Winner Chevrolet	1-16-23-10D
29	NONE										

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	n/a	n/a		Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	n/a	n/a		Dealer Cost + 10 %

Contacts:
Downtown Ford Sales - (916) 442-6931
Freeway Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Elk Grove Ford - (916) 429-4702
Wondries Fleet Group (626) 457-5590
Selma Nissan (559) 707-5735
Bakersfield Hyundai (559) 707-5735
Toyota Sunnyvale (408) 306-1960

Supplement 1
Attachment A - Contract Pricing RANK 2
Fleet Vehicles - CARS
Contract 1-16-23-10 A - I

Terms: \$500 discount per vehicle for payment with 20 days for all dealers except:
 - Toyota Sunnyvale - no discount for payment within 20 days

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
13	Midsize Car, 4-Door, 5-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Ford	Fusion Energi	\$30,366.00	\$499.00	Downtown Ford Sales	1-16-23-10A
16	Midsize Car, 4-Door, 5-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101504	Each	1	Toyota	Camry	\$24,600.00	\$499.00	Freeway Toyota	1-16-23-10C
21	Compact Car, 4-Door, 4-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Ford	Focus S	\$15,695.00	\$499.00	Elk Grove Ford	1-16-23-10F
22	Midsize Car, 4-Door, 5-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Chevrolet	Cruze LS	\$18,687.00	\$499.00	Winner Chevrolet	1-16-23-10D
23	Small Station Wagon, 5-Door, 5-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Kia	Soul	\$17,751.00	\$499.00	Wondries Fleet Group	1-16-23-10E
25	Compact Car, 4-Door, 4-Passenger, E85 Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Ford	Focus S	\$15,695.00	\$499.00	Elk Grove Ford	1-16-23-10F
27	Large Car, 4-Door, 5-Passenger, E85 Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Dodge	Charger	\$22,600.00	\$499.00	Elk Grove Auto Group	1-16-23-10B

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	n/a	n/a		Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	n/a	n/a		Dealer Cost + 10 %

Contact Line Item # (GLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
Contacts: Downtown Ford Sales - (916) 442-6931 Freeway Toyota - (559) 707-5735 Winner Chevrolet - (916) 429-4700 Elk Grove Auto Group (916) 429-4700 Elk Grove Ford - (916) 429-4702 Wondries Fleet Group (626) 457-5590 Selma Nissan (559) 707-5735 Bakersfield Hyundai (559) 707-5735 Toyota Sunnyvale (408) 306-1960											

Supplement 1

Attachment A - Contract Pricing RANK 3

Fleet Vehicles - CARS

Contract 1-16-23-10 A - I

Terms: \$500 discount per vehicle for payment with 20 days for all dealers except:
 - Toyota Sunnyvale - no discount for payment within 20 days

Rank 3 vehicles are NOT available for State department use

Most recent supplement changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
16	Midsize Car, 4-Door, 5-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101504	Each	1	Hyundai	Sonata	\$23,391.00	\$499.00	Bakersfield Hyundai	1-16-23-10H
22	Midsize Car, 4-Door, 5-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Ford	Fusion S	\$17,620.00	\$499.00	Elk Grove Ford	1-16-23-10F
27	NONE										

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	n/a	n/a		Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	n/a	n/a		Dealer Cost + 10 %

Contacts:
 Downtown Ford Sales - (916) 442-6931
 Freeway Toyota - (559) 707-5735
 Winner Chevrolet - (916) 429-4700
 Elk Grove Auto Group (916) 429-4700
 Elk Grove Ford - (916) 429-4702
 Wondries Fleet Group (626) 457-5590
 Selma Nissan (559) 707-5735
 Bakersfield Hyundai (559) 707-5735
 Toyota Sunnyvale (408) 306-1960

Supplement 1

Attachment A - Contract Pricing RANK 4

Fleet Vehicles - CARS

Contract 1-16-23-10 A - I

Terms: \$500 discount per vehicle for payment with 20 days for all dealers except:
 - Toyota Sunnyvale - no discount for payment within 20 days

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
16	Midsize Car, 4-Door, 5-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101504	Each	1	Kia	Optima	\$25,295.00	\$499.00	Wondries Fleet Group	1-16-23-10E
22	Midsize Car, 4-Door, 5-Passenger, GASOLINE Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101503	Each	1	Dodge	Dart Aero	\$19,950.00	\$499.00	Elk Grove Auto Group	1-16-23-10B

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	n/a	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	n/a	n/a	n/a	Dealer Cost + 10 %

Contacts:
 Downtown Ford Sales - (916) 442-6931
 Freeway Toyota - (559) 707-5735
 Winner Chevrolet - (916) 429-4700
 Elk Grove Auto Group (916) 429-4700
 Elk Grove Ford - (916) 429-4702
 Wondries Fleet Group (626) 457-5590
 Selma Nissan (559) 707-5735
 Bakersfield Hyundai (559) 707-5735
 Toyota Sunnyvale (408) 306-1960



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

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

CONTRACT NUMBER:	1-16-23-23 A through H, Supplement 1
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	Downtown Ford Sales (1-16-23-23A) Elk Grove Auto Group (1-16-23-23B) Freeway Toyota (1-16-23-23C) Winner Chevrolet (1-16-23-23D) Wondries Fleet Group (1-16-23-23E) Elk Grove Ford (1-16-23-23F) Selma Nissan (1-16-23-23G) Swift Superstore (1-16-23-23H)
CONTRACT TERM:	2/22/2016 through 2/21/2018
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

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

Signature on File

Christina Nunez, Contract Administrator

Date: 5/4/2016

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1
Contract User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
1	<p>Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated as follows: <p>Price increase on <u>Rank 1</u> line item # 2 Chevrolet Traverse and line item # 3, Ford Expedition</p> <p>Price increase on <u>Rank 3</u> line item # 1, Chevrolet Equinox</p> <p>Price increase and ranking change from <u>Rank 3 to 4</u> on line item # 2, Ford Explorer</p> <p>Ranking change from <u>Rank 4 to 3</u> on line item 2, Nissan Pathfinder</p> <p>Price increase on <u>Rank 4</u> line item # 18, Ford Transit</p> 	5/4/2016

Note: Most recent supplement changes are highlighted in red.

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1 Contract User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles – Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-16-23-23 A - H. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles – Vans & SUVs to the State.

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

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item. See Article 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1 Contract User Instructions

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

DGS Billing Code Contact: (916) 375-4400

- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on “Purchasing” under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against the contract the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

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

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

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

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1 Contract User Instructions

6. CONTRACT ITEMS

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

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

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

Ranking Order

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

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

Sales Tax

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

Options

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

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

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

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

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

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1
Contract User Instructions

Tire Fee

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

Document Processing Charge

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

7. SPECIFICATIONS

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

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

8. CUSTOMER SERVICE

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

The customer service unit shall be staffed with individuals that:

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

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

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-16-23-23A	Graham Enos	(916) 442-6931	grahamenos@downtownfordsales.com
Elk Grove Auto Group	1-16-23-23B	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Freeway Toyota	1-16-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-16-23-23D	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Wondries Fleet Group	1-16-23-23E	Yesenia Covarrubias	(626) 457-5590	yesenia@wondries.com
Elk Grove Ford	1-16-23-23F	Dwane Gallati	(916) 429-4702	dwanefleet@hotmail.com
Selma Nissan	1-16-23-23G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Swift Superstore	1-16-23-23H	Dan Heil	(530) 771-3821	danh@swiftindavis.com

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

9. PRODUCT SUBSTITUTIONS

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

10. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

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

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

2) Blanket Orders

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

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

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

- [ARRA Supplemental Terms and Conditions](#)

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

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Contract User Instructions

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and OFAM approval stamp is used by State departments only).

C. Documentation

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

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

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

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

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

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

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1-16-23-23F	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com
1-16-23-23G	Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-23H	Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(530) 757-3783	danh@swiftindavis.com

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

13. ORDER ACCEPTANCE

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

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

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

14. ORDER ACKNOWLEDGEMENT

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

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

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

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:

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

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

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

16. DISCONTINUED VEHICLE REMEDY

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

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

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

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

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

Delivery:

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

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

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

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

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

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

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

FOB Point

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

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

Documents

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

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

18. INSPECTION AND ACCEPTANCE

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

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

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

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

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

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1
Contract User Instructions

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

21. SHIPPED ORDERS

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

22. CONTRACT ADMINISTRATION

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

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

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

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

23. RESTOCKING FEES

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

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

24. INVOICING

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

- Contractor’s name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Ordering Agency Contact Information
- Product description
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1
Contract User Instructions

25. PAYMENT

A. Terms

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

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

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

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

C. Payee Data Record

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

26. CALIFORNIA SELLER’S PERMIT

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

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	Ford: 98-037902 Nissan: 101-540822 Kia: 102-238650
Elk Grove Ford	101-679917
Selma Nissan	22-844821
Swift Superstore	97-022608

27. Warranty

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1

Contract User Instructions

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

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

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

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

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

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

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

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

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

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

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

28. REPAIR PARTS

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

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

29. MAINTENANCE PLAN

Contract (Mandatory) 1-16-23-23 A – H, Supplement 1

Contract User Instructions

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

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

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

30. RECYCLED CONTENT

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

31. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

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

32. ATTACHMENTS

Attachment A – Contract Pricing

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

Attachment C – Postconsumer Content Certification Workbook

Attachment D – Vehicle Information Questionnaires

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- 4x2 – Two wheel drive
- 4x4 – Four wheel drive
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description unless stated otherwise. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

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

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (maximum 87 octane)
- Diesel
- Flexible Fuel Vehicles (FFV) also called Ethanol or E85
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric Vehicles (HEV)
- Plug-in Hybrid Electric Vehicles (PHEV)
- Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
- Fuel Cell Vehicles (FCV)

3.3 CARS

Car line items that call for a 5-door hatchback require a rear door that provides access to a cargo area.

Car line items that call for 4-Doors require a locking trunk that conceals the cargo from view from the outside of the vehicle (a 5-door "hatchback" will not be accepted).

3.4 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.5 SPORT UTILITY VEHICLES (SUV):

All SUVs shall come equipped with a hard top roof.

SUVs that call for a minimum cargo volume refers to the cargo volume behind the first row of seats.

SUVs that call for "4x4 Off-Road" require a limited slip or locking rear differential and meet the minimum requirement for ground clearance listed in the line item description.

3.6 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Supplement 1
Attachment A - Contract Pricing RANK 1
Fleet Vehicles - VANS & SUVs
Contract 1-16-23-23 A - H

Terms: \$500 discount per vehicle for payment with 20 days

Most recent supplement changes are in **Red Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility, 4x4 or AWD, 5-Passenger, 170 HP, 103 in. WB, 62 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Jeep	Patriot	\$18,186.00	\$1,295.00	Swift Superstore	1-16-23-23H
2	Sport Utility, 4x4 or AWD, 7-Passenger, 260 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Traverse LS	\$25,723.00	\$499.00	Winner Chevrolet	1-16-23-23D
3	Sport Utility, 4x4 or AWD, 8-Passenger, 300 HP, 116 in. WB, 94 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	Expedition XL	\$32,063.00	\$499.00	Elk Grove Ford	1-16-23-23F
4	Sport Utility, 4x4 or AWD, 9-Passenger, 350 HP, 130 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Suburban LS	\$41,650.00	\$499.00	Winner Chevrolet	1-16-23-23D
5	Sport Utility, 4x4 or AWD, 5-Passenger, 240 HP, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Jeep	Grand Cherokee	\$39,582.00	\$499.00	Elk Grove Auto Group	1-16-23-23B
6	Sport Utility, 5-Passenger, HYBRID-ELECTRIC Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Toyota	RAV4	\$27,313.00	\$499.00	Freeway Toyota	1-16-23-23C
7	Sport Utility, 7-Passenger, HYBRID-ELECTRIC Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Toyota	Highlander	\$44,403.00	\$499.00	Freeway Toyota	1-16-23-23C
	NONE										

Most recent supplement changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
9	NONE										
10	NONE										
11	Sport Utility, 4x4 Off-Road, 4-Passenger, 260 HP, 96 in. (Maximum) WB, 9 in. of Ground Clearance, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Jeep	Wrangler	\$26,936.00	\$1,295.00	Swift Superstore	1-16-23-23H
12	Sport Utility, 4x4 Off-Road, 5-Passenger, 260 HP, 9 in. of Ground Clearance, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Jeep	Wrangler Unlimited	\$29,600.00	\$499.00	Elk Grove Auto Group	1-16-23-23B
13	Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Dodge	Caravan SE	\$20,325.00	\$499.00	Elk Grove Auto Group	1-16-23-23B
14	Minivan, 7-Passenger, 170 HP, 114 in. WB, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Dodge	Caravan SE	\$20,325.00	\$499.00	Elk Grove Auto Group	1-16-23-23B
15	Van, 8-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Chevrolet	Express 2500	\$22,970.00		Winner Chevrolet	1-16-23-23D
16	Van, 12-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Chevrolet	Express 2500	\$22,970.00		Winner Chevrolet	1-16-23-23D
17	Van, 15-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ford	Transit	\$26,732.00		Downtown Ford Sales	1-16-23-23A
18	Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Nissan	NV 200	\$18,991.00	\$499.00	Selma Nissan	1-16-23-23G

Most recent supplement changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
19	Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ford	Transit	\$20,745.00		Downtown Ford Sales	1-16-23-23A
20	Cargo Van, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ford	Transit	\$26,144.00		Downtown Ford Sales	1-16-23-23A
21	Cargo Van, 135 in. WB, 8500 GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Chevrolet	Express 2500	\$32,359.00		Winner Chevrolet	1-16-23-23D
22	Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ram	Promaster 1500	\$23,898.00		Swift Superstore	1-16-23-23H
23	Cargo Van, High Ceiling, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ford	Transit	\$28,448.00		Downtown Ford Sales	1-16-23-23A
24	Cargo Van, High Ceiling, 8500 GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	Transit 350	\$40,314.00		Wondries Fleet Group	1-16-23-23E

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Most recent supplement changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
<p>Contacts: Downtown Ford Sales - (916) 442-6931 Freeway Toyota - (559) 707-5735 Winner Chevrolet - (916) 429-4700 Elk Grove Auto Group (916) 429-4700 Elk Grove Ford - (916) 429-4702 Wondries Fleet Group (626) 457-5590 Selma Nissan (559) 707-5735 Swift Superstore (530) 771-3821</p>											

Supplement 1
Attachment A - Contract Pricing RANK 2
Fleet Vehicles - VANS & SUVs
Contract 1-16-23-23 A - H

Terms: \$500 discount per vehicle for payment with 20 days

Rank 2 vehicles are NOT available for State department use

Most recent changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility, 4x4 or AWD, 5-Passenger, 170 HP, 103 in. WB, 62 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	Escape	\$21,718.00	\$499.00	Downtown Ford Sales	1-16-23-23A
2	Sport Utility, 4x4 or AWD, 7-Passenger, 260 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Dodge	Durango SXT	\$27,128.00	\$499.00	Elk Grove Auto Group	1-16-23-23B
3	Sport Utility, 4x4 or AWD, 8-Passenger, 300 HP, 116 in. WB, 94 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Tahoe LS	\$38,930.00	\$499.00	Winner Chevrolet	1-16-23-23D
13	Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Nissan	Quest	\$23,533.00	\$499.00	Selma Nissan	1-16-23-23G
15	Van, 8-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Nissan	NV 3500	\$28,473.00		Selma Nissan	1-16-23-23G
16	Van, 12-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ford	Transit	\$25,933.00		Downtown Ford Sales	1-16-23-23A

Rank 2 vehicles are NOT available for State department use

Most recent changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Van, 15-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Chevrolet	Express 3500	\$35,225.00		Winner Chevrolet	1-16-23-23D
18	Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Chevrolet	City Express	\$19,896.00	\$499.00	Winner Chevrolet	1-16-23-23D
19	Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Chevrolet	Express 2500	\$21,180.00		Winner Chevrolet	1-16-23-23D
20	Cargo Van, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ram	Pro 1500	\$29,670.00		Elk Grove Auto Group	1-16-23-23B
21	Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ford	Transit 250	\$34,710.00		Wondries Fleet Group	1-16-23-23E
22	Cargo Van, High Ceiling, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ford	Transit	\$24,218.00		Downtown Ford Sales	1-16-23-23A
23	Cargo Van, High Ceiling, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ram	Promaster 1500	\$30,389.00		Swift Superstore	1-16-23-23H

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Rank 2 vehicles are NOT available for State department use

Most recent changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
<p>Contacts: DOWNTOWN FORD SALES - (916) 442-6931 FREEWAY TOYOTA - (559) 707-5735 WINNER CHEVROLET - (916) 429-4700 ELK GROVE AUTO GROUP (916) 429-4700 ELK GROVE FORD - (916) 429-4702 WONDRIES FLEET GROUP (626) 457-5590 SELMA NISSAN (559) 707-5735 SWIFT SUPERSTORE (530) 771-3821</p>											

Supplement 1
Attachment A - Contract Pricing RANK 3
Fleet Vehicles - VANS & SUVs
Contract 1-16-23 A - H

Terms: \$500 discount per vehicle for payment with 20 days

Most recent changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility, 4x4 or AWD, 5-Passenger, 170 HP, 103 in. WB, 62 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Equinox LS	\$21,859.00	\$499.00	Winner Chevrolet	1-16-23-23D
2	Sport Utility, 4x4 or AWD, 7-Passenger, 260 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Pathfinder	\$28,220.00	\$499.00	Wondries Fleet Group	1-16-23-23E
13	Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Toyota	Sienna	\$26,948.00	\$499.00	Freeway Toyota	1-16-23-23C
16	Van, 12-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Nissan	NV 3500	\$28,573.00		Selma Nissan	1-16-23-23G
18	Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ram	Pro City	\$20,670.00	\$499.00	Elk Grove Auto Group	1-16-23-23B
19	Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ram	Pro 1500	\$23,174.00		Elk Grove Auto Group	1-16-23-23B

Rank 3 vehicles are NOT available for State department use

Most recent changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
20	Cargo Van, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Chevrolet	Express 2500	\$31,998.00		Winner Chevrolet	1-16-23-23D
22	Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Nissan	NV 2500	\$26,906.00		Selma Nissan	1-16-23-23G

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a		Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a		Dealer Cost + 10 %

Contacts:
 Downtown Ford Sales - (916) 442-6931
 Freeway Toyota - (559) 707-5735
 Winner Chevrolet - (916) 429-4700
 Elk Grove Auto Group (916) 429-4700
 Elk Grove Ford - (916) 429-4702
 Wondries Fleet Group (626) 457-5590
 Selma Nissan (559) 707-5735
 Swift Superstore (530) 771-3821

Supplement 1
Attachment A - Contract Pricing RANK 4
Fleet Vehicles - VANS & SUVs
Contract 1-16-23-23 A - H

Terms: \$500 discount per vehicle for payment with 20 days

Rank 4 vehicles are NOT available for State department use

Most recent changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
2	Sport Utility, 4x4 or AWD, 7-Passenger, 260 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	Explorer	\$26,671.00	\$499.00	Elk Grove Ford	1-16-23-23F
13	Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Kia	Sedona	\$26,690.00	\$499.00	Wondries Fleet Group	1-16-23-23E
18	Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Ford	Transit Connect	\$21,279.00	\$499.00	Elk Grove Ford	1-16-23-23F
19	Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Nissan	NV 2500	\$24,933.00		Selma Nissan	1-16-23-23G
22	Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101505	Each	1	Chevrolet	Express Cutaway 3500	\$27,498.00		Winner Chevrolet	1-16-23-23D

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a		Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a		Dealer Cost + 10 %

Rank 4 vehicles are NOT available for State department use

Most recent changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
<p>Contacts: Dometown Ford Sales - (916) 442-6931 Freeway Toyota - (559) 707-5735 Winner Chevrolet - (916) 429-4700 Elk Grove Auto Group (916) 429-4700 Elk Grove Ford - (916) 429-4702 Wondries Fleet Group (626) 457-5590 Selma Nissan (559) 707-5735 Swift Superstore (530) 771-3821</p>											



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

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

CONTRACT NUMBER:	1-16-23-20 A through J, Supplement 1
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-16-23-20A) Elk Grove Auto Group (1-16-23-20B) Freeway Toyota (1-16-23-20C) Winner Chevrolet (1-16-23-20D) Wondries Fleet Group (1-16-23-20E) Elk Grove Ford (1-16-23-20F) Selma Nissan (1-16-23-20G) Swift Superstore (1-16-23-20H) Fred M. Boerner Motor Co. (1-16-23-20I) Riverview International (1-16-23-20J)
CONTRACT TERM:	2/22/2016 through 2/21/2018
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

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

Signature on File

Christina Nunez, Contract Administrator

Date: 5/4/2016

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1
 Contract User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
1	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated to reflect price increases on the following line items: <ul style="list-style-type: none"> <u>Rank 1</u> Line item # 17, 20, 21, 22 – Ford F250 <u>Rank 1</u> Line item # 24 – Ford F350 <u>Rank 2</u> Line item # 15,16,18,19 – Ford F250 <u>Rank 2</u> Line item # 29 – Ford F550 	5/4/2016

Note: Most recent supplement changes are highlighted in red.

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1

Contract User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-16-23-20 A - J. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles – Trucks to the State.

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

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item. See Article 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1 Contract User Instructions

- Local governmental agency
- Contact name
- Telephone number
- Mailing address
- Facsimile number and e-mail address

DGS Billing Code Contact: (916) 375-4400

- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on “Purchasing” under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against the contract the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

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

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

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

6. CONTRACT ITEMS

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

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1 Contract User Instructions

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

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

Ranking Order

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

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

Sales Tax

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

Options

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

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

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

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

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

Tire Fee

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

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1
Contract User Instructions

Document Processing Charge

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

7. SPECIFICATIONS

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

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

8. CUSTOMER SERVICE

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

The customer service unit shall be staffed with individuals that:

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

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

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-16-23-20A	Graham Enos	(916) 442-6931	grahamenos@downtownfordsales.com
Elk Grove Auto Group	1-16-23-20B	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Freeway Toyota	1-16-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-16-23-20D	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Wondries Fleet Group	1-16-23-20E	Yesenia Covarrubias	(626) 457-5590	yesenia@wondries.com
Elk Grove Ford	1-16-23-20F	Dwane Gallati	(916) 429-4702	dwanefleet@hotmail.com
Selma Nissan	1-16-23-20G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Swift Superstore	1-16-23-20H	Dan Heil	(530) 771-3821	danh@swiftindavis.com
Fred M. Boerner Motor	1-16-23-20I	Joe Leivian	(323) 560-3882	jleivian@rwcgroup.com

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1

Contract User Instructions

Riverview International	1-16-23-20J	Jason Farrell	(916) 669-0253	Jasonf@riverview-trucks.com
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Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

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

10. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

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

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

2) Blanket Orders

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

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

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

- [ARRA Supplemental Terms and Conditions](#)

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1

Contract User Instructions

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

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and OFAM approval stamp is used by State departments only).

C. Documentation

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

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

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

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

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract #	U.S. Mail	Facsimile	Email
1-16-23-20A	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811 Attn: Graham Enos	(916) 491-3138	grahamenos@downtownfordsales.com
1-16-23-20B	Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com
1-16-23-20C	Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-20D	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1

Contract User Instructions

1-16-23-20E	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com
1-16-23-20F	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com
1-16-23-20G	Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-20H	Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(530) 757-3783	danh@swiftindavis.com
1-16-23-20I	Fred M. Boerner Motor Co. 3620 E. Florence Ave. Huntington Park, CA 90255 Attn: Joe Leivian	(323) 560-3911	jleivian@rwcgroup.com
1-16-23-20J	Riverview International Trucks, LLC 2445 Evergreen Ave. West Sacramento, CA 95691 Attn: Jason Farrell	(916) 372-8541	Jasonf@riverview-trucks.com

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

13. ORDER ACCEPTANCE

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

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

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

14. ORDER ACKNOWLEDGEMENT

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

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1

Contract User Instructions

- 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

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

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

16. DISCONTINUED VEHICLE REMEDY

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

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

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

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

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

Delivery:

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

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

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1

Contract User Instructions

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

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

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

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

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

FOB Point

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

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

Documents

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

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

18. INSPECTION AND ACCEPTANCE

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

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

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1 Contract User Instructions

- Presence of all Applicable Documents

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

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

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

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

21. SHIPPED ORDERS

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

22. CONTRACT ADMINISTRATION

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

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

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1

Contract User Instructions

Dealer Contact Information	Downtown Ford Sales Contract # 1-16-23-20A	Elk Grove Auto Group Contract # 1-16-23-20B
Contact Name:	Graham Enos	Bill Kemery
Telephone:	(916) 442-6931	(916) 429-4700
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	grahamenos@downtownfordsales.com	billk@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811	Elk Grove Auto Grove 8575 Laguna Grove Drive Elk Grove, CA 95757
Dealer Contact Information	Freeway Toyota Contract # 1-16-23-20C	Winner Chevrolet Contract # 1-16-23-20D
Contact Name:	Pat Ireland	Bill Kemery
Telephone:	(559) 707-5735	(916) 429-4700
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	billk@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757
Dealer Contact Information	Wondries Fleet Group Contract # 1-16-23-20E	Elk Grove Ford Contract # 1-16-23-20F
Contact Name:	Clarke Cooper	Dwane Galatti
Telephone:	(626) 457-5590	(916) 429-4702
Facsimile:	(626) 457-5593	(530) 884-4141
Email:	clarkecooper@wondries.com	dwanefleet@hotmail.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757
Dealer Contact Information	Selma Nissan Contract # 1-16-23-20G	Swift Superstore Contract # 1-16-23-20H
Contact Name:	Pat Ireland	Dan Heil
Telephone:	(559) 707-5735	(530) 771-3821
Facsimile:	(559) 961-4601	(530) 757-3783
Email:	patireland1962@yahoo.com	danh@swiftindavis.com
Address:	Selma Nissan 2525 Highland Ave. Selma, CA 93662	Swift Superstore 4318 Chiles Road Davis, CA 95618
Dealer Contact Information	Fred M. Boerner Motor Co. Contract # 1-16-23-20I	Riverview International Trucks, LLC Contract # 1-16-23-20J
Contact Name:	Joe Leivian	Jason Farrell
Telephone:	(323) 560-3882	(916) 669-0253
Facsimile:	(323) 560-3911	(916) 372-8541
Email:	jleivian@rwcgroup.com	Jasonf@riverview-trucks.com
Address:	Fred M. Boerner Motor Co. 3620 E. Florence Ave. Huntington Park, CA 90255	Riverview International Trucks, LLC 2445 Evergreen Ave. West Sacramento, CA 95691

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1
Contract User Instructions

23. RESTOCKING FEES

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

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

24. INVOICING

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

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Ordering Agency Contact Information
- Product description
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-16-23-20 A - I include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-16-23-20J includes a \$200 per vehicle discount for payment within twenty (20) days. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

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

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

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

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s).

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1 Contract User Instructions

Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the contractor for copies of the Payee Data Record.

26. CALIFORNIA SELLER'S PERMIT

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

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	98-037902
Elk Grove Ford	101-679917
Selma Nissan	22-844821
Swift Superstore	97-022608
Fred M. Boerner Motor Co.	14039672
Riverview International Trucks	101-079519

27. Warranty

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

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

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

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

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

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

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1

Contract User Instructions

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

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

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

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

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

28. REPAIR PARTS

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

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

29. MAINTENANCE PLAN

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

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

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

30. RECYCLED CONTENT

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

31. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

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

Contract (Mandatory) 1-16-23-20 A – J, Supplement 1
Contract User Instructions

32. ATTACHMENTS

Attachment A – Contract Pricing

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

Attachment C – Postconsumer Content Certification Workbook

Attachment D – Vehicle Information Questionnaires

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- 4x2 – Two wheel drive
- 4x4 – Four wheel drive
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description unless stated otherwise. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

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

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (maximum 87 octane)
- Diesel
- Flexible Fuel Vehicles (FFV) also called Ethanol or E85
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric Vehicles (HEV)
- Plug-in Hybrid Electric Vehicles (PHEV)
- Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
- Fuel Cell Vehicles (FCV)

3.3 CARS

Car line items that call for a 5-door hatchback require a rear door that provides access to a cargo area.

Car line items that call for 4-Doors require a locking trunk that conceals the cargo from view from the outside of the vehicle (a 5-door "hatchback" will not be accepted).

3.4 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.5 SPORT UTILITY VEHICLES (SUV):

All SUVs shall come equipped with a hard top roof.

SUVs that call for a minimum cargo volume refers to the cargo volume behind the first row of seats.

SUVs that call for "4x4 Off-Road" require a limited slip or locking rear differential and meet the minimum requirement for ground clearance listed in the line item description.

3.6 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Supplement 1
Attachment A - Contract Pricing RANK 1
Fleet Vehicles - TRUCKS
Contract 1-16-23-20 A - J

Terms: \$200 discount per vehicle for payment with 20 days - Riverview International
 \$500 discount per vehicle for payment with 20 days - All other dealers

Most recent supplement changes are in **Bold Red Italic**

Contract Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Frontier	\$18,638.00	\$499.00	Selma Nissan	1-16-23-20G
2	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Frontier	\$20,471.00	\$499.00	Selma Nissan	1-16-23-20G
3	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Frontier	\$22,638.00	\$499.00	Selma Nissan	1-16-23-20G
4	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Frontier	\$22,638.00	\$499.00	Selma Nissan	1-16-23-20G
5	Full Size Pickup, 4x2, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$17,540.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
6	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$20,079.00	\$499.00	Winner Chevrolet	1-16-23-20D
7	Full Size Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$22,210.00	\$499.00	Elk Grove Auto Group	1-16-23-20B

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Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$21,417.00	\$499.00	Winner Chevrolet	1-16-23-20D
9	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$22,872.00	\$499.00	Winner Chevrolet	1-16-23-20D
10	Full Size Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$24,435.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
11	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$20,079.00	\$499.00	Winner Chevrolet	1-16-23-20D
12	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$22,950.00	\$499.00	Winner Chevrolet	1-16-23-20D
13	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6200 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$28,215.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
14	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$31,500.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
15	Full Size Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$20,302.00		Swift Superstore	1-16-23-20H
16	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$23,305.00		Swift Superstore	1-16-23-20H

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Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Full Size Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$24,618.00		Downtown Ford Sales	1-16-23-20A
18	Full Size Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$22,888.00		Swift Superstore	1-16-23-20H
19	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$25,532.00		Swift Superstore	1-16-23-20H
20	Full Size Pickup, 4x4, Crew Cab, Short Box, 350 HP, 156 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$27,175.00		Downtown Ford Sales	1-16-23-20A
21	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$31,849.00		Downtown Ford Sales	1-16-23-20A
22	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$34,306.00		Downtown Ford Sales	1-16-23-20A
23	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$27,392.00		Eik Grove Auto Group	1-16-23-20B
24	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F350	\$23,977.00		Downtown Ford Sales	1-16-23-20A
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F350	\$23,462.00		Downtown Ford Sales	1-16-23-20A

Most recent supplement changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F450	\$29,010.00		Wondries Fleet Group	1-16-23-20E
27	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F450	\$36,090.00		Wondries Fleet Group	1-16-23-20E
28	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F450	\$42,283.00		Downtown Ford Sales	1-16-23-20A
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ram	5500	\$29,771.00		Swift Superstore	1-16-23-20H
30	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F550	\$38,495.00		Wondries Fleet Group	1-16-23-20E
31	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F550	\$44,687.00		Downtown Ford Sales	1-16-23-20A
32	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F650	\$41,428.00		Wondries Fleet Group	1-16-23-20E
33	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F650	\$49,235.00		Wondries Fleet Group	1-16-23-20E
34	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	International	DuraStar	\$68,980.58		Fred M. Boerner Motor Co.	1-16-23-20I

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Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	International	DuraStar	\$70,273.64		Fred M. Boerner Motor Co.	1-16-23-201
36	NONE										
37	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	International	WorkStar	\$81,451.55		Fred M. Boerner Motor Co.	1-16-23-201

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	n/a	n/a		Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	n/a	n/a		Dealer Cost + 10 %

Contacts:
Downtown Ford Sales - (916) 442-6931
Freeway Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Elk Grove Ford - (916) 429-4702
Wondries Fleet Group (626) 457-5590
Selma Nissan (559) 707-5735
Swift Superstore (530) 771-3821
Fred M. Boerner Motor Co. (323) 560-3882
Riverview International (916) 669-0253

Supplement 1
Attachment A - Contract Pricing RANK 2
Fleet Vehicles - TRUCKS
Contract 1-16-23-20 A - J

Terms: \$200 discount per vehicle for payment with 20 days - Riverview International
 \$500 discount per vehicle for payment with 20 days - All other dealers

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Colorado WT	\$21,832.00	\$499.00	Winner Chevrolet	1-16-23-20D
2	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Colorado WT	\$23,406.00	\$499.00	Winner Chevrolet	1-16-23-20D
3	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Colorado WT	\$25,096.00	\$499.00	Winner Chevrolet	1-16-23-20D
4	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Colorado WT	\$27,440.00	\$499.00	Winner Chevrolet	1-16-23-20D
5	Full Size Pickup, 4x2, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$18,550.00	\$499.00	Winner Chevrolet	1-16-23-20D
6	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$20,747.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
7	Full Size Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F150 XL	\$23,078.00	\$499.00	Elk Grove Ford	1-16-23-20F

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F150 XL	\$21,420.00	\$499.00	Elk Grove Ford	1-16-23-20F
9	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$23,240.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
10	Full Size Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$25,158.00	\$499.00	Winner Chevrolet	1-16-23-20D
11	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F150 XL	\$20,904.00	\$499.00	Elk Grove Ford	1-16-23-20F
12	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$23,249.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
15	Full Size Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$20,972.00		Downtown Ford Sales	1-16-23-20A
16	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$24,412.00		Downtown Ford Sales	1-16-23-20A
17	Full Size Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$26,107.00		Winner Chevrolet	1-16-23-20D
18	Full Size Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$23,916.00		Downtown Ford Sales	1-16-23-20A

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
19	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$26,719.00		Downtown Ford Sales	1-16-23-20A
20	Full Size Pickup, 4x4, Crew Cab, Short Box, 350 HP, 156 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$31,657.00		Swift Superstore	1-16-23-20H
21	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$32,766.00		Swift Superstore	1-16-23-20H
22	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$34,569.00		Winner Chevrolet	1-16-23-20D
23	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$30,865.00		Winner Chevrolet	1-16-23-20D
24	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Chevrolet	Silverado 3500	\$24,203.00		Winner Chevrolet	1-16-23-20D
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ram	3500	\$23,739.00		Swift Superstore	1-16-23-20H
26	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ram	4500	\$29,174.00		Swift Superstore	1-16-23-20H
27	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ram	4500	\$37,380.00		Elk Grove Auto Group	1-16-23-20B

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F550	\$32,491.00		Downtown Ford Sales	1-16-23-20A
30	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ram	5500	\$38,544.00		Swift Superstore	1-16-23-20H
33	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	International	DuraStar	\$60,383.98		Fred M. Boerner Motor Co.	1-16-23-20I
35	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	International	WorkStar	\$72,628.00		Riverview International	1-16-23-20J

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Contacts:

Downtown Ford Sales - (916) 442-6931
 Freeway Toyota - (559) 707-5735
 Winner Chevrolet - (916) 429-4700
 Elk Grove Auto Group (916) 429-4700
 Elk Grove Ford - (916) 429-4702
 Wondries Fleet Group (626) 457-5590
 Selma Nissan (559) 707-5735
 Swift Superstore (530) 771-3821
 Fred M. Boerner Motor Co. (323) 560-3882
 Riverview International (916) 669-0253

Supplement 1
Attachment A - Contract Pricing RANK 3
Fleet Vehicles - TRUCKS
Contract 1-16-23-20 A - J

Terms: \$200 discount per vehicle for payment with 20 days - Riverview International
 \$500 discount per vehicle for payment with 20 days - All other dealers

Rank 3 vehicles are NOT available for State department use

Most recent supplement changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Toyota	Tacoma	\$26,415.00	\$499.00	Freeway Toyota	1-16-23-20C
2	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Toyota	Tacoma	\$29,015.00	\$499.00	Freeway Toyota	1-16-23-20C
3	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Toyota	Tacoma	\$27,985.00	\$499.00	Freeway Toyota	1-16-23-20C
5	Full Size Pickup, 4x2, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F150	\$18,609.00	\$499.00	Downtown Ford Sales	1-16-23-20A
6	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F150	\$22,181.00	\$499.00	Wondries Fleet Group	1-16-23-20E
7	Full Size Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$23,100.00	\$499.00	Winner Chevrolet	1-16-23-20D
8	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$21,860.00	\$499.00	Elk Grove Auto Group	1-16-23-20B

Rank 3 vehicles are NOT available for State department use

Most recent supplement changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
9	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F150 XL	\$23,935.00	\$499.00	Elk Grove Ford	1-16-23-20F
10	Full Size Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F150 XL	\$26,185.00	\$499.00	Elk Grove Ford	1-16-23-20F
11	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$20,749.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
12	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F150 XL	\$23,935.00	\$499.00	Elk Grove Ford	1-16-23-20F
15	Full Size Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$23,200.00		Winner Chevrolet	1-16-23-20D
16	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$25,000.00		Winner Chevrolet	1-16-23-20D
17	Full Size Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$29,867.00		Elk Grove Auto Group	1-16-23-20B
18	Full Size Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$25,292.00		Winner Chevrolet	1-16-23-20D
19	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$27,030.00		Winner Chevrolet	1-16-23-20D

Rank 3 vehicles are NOT available for State department use

Most recent supplement changes are in **Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
21	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$32,995.00		Winner Chevrolet	1-16-23-20D
22	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$35,362.00		Swift Superstore	1-16-23-20H
23	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$31,721.00		Downtown Ford Sales	1-16-23-20A
24	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ram	3500	\$25,570.00		Elk Grove Auto Group	1-16-23-20B
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Chevrolet	Silverado 3500	\$24,197.00		Winner Chevrolet	1-16-23-20D

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a		Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a		Dealer Cost + 10 %

Rank 3 vehicles are NOT available for State department use

Most recent supplement changes are in **Bold Red Italic**

Contact Line Item # (CLIN)	Description (Minimum Requirements)	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
<p>Contacts: Dometown Ford Sales - (916) 442-6931 Freeway Toyota - (559) 707-5735 Winner Chevrolet - (916) 429-4700 Elk Grove Auto Group (916) 429-4700 Elk Grove Ford - (916) 429-4702 Wondries Fleet Group (626) 457-5590 Selma Nissan (559) 707-5735 Swift Superstore (530) 771-3821 Fred M. Boerner Motor Co. (323) 560-3882 Riverview International (916) 669-0253</p>											



March 7, 2016

To: Willie A. Hopkins, Jr., Director, General Services Agency
From: Evelyn Benzon, Lead Procurement & Contracts Specialist
Via: John Glann, Purchasing Manager, General Services Agency
Subject: REQUEST FOR APPROVAL TO AWARD CONTRACTS FOR VEHICLE PURCHASE, REQUEST FOR QUOTATION NO. 901418; AMOUNT: \$3,433,600

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute Purchase Order contracts for Master Contract No. 901418, to provide vehicles to the Alameda County General Services Agency-Motor Vehicles Division, for the term of 03/08/16 – 03/07/17, in the total contract amount of \$3,433,600, with the following vendors:

- A. Stockton Nissan (Principal: Patrick McClanahan; Location: Stockton), Procurement Contract No. 13116, Amount: \$333,500;
- B. Nicholas K Corp DBA The Ford Store San Leandro (Principal: Bill Lazar; Location: San Leandro), Procurement Contract No. 13117, Amount: \$2,766,600; and
- C. Creekside Auto Group DBA Capitol Toyota Scion (Principal: Gordon Holscher; Location: San Jose), Procurement Contract No. 13119, Amount: \$333,500.

DISCUSSION/SUMMARY:

Alameda County intends to establish a contract for the purchase and delivery of various current model year automobiles to replace or supplement its existing fleet of vehicles. These vehicles will be used on a daily basis by Alameda County officials and employees to conduct routine business throughout the County. All vehicles shall be new and unused and delivered with the manufacturer's standard warranty.

Contractors are required to submit a mark-up price, over their triple net price of the vehicle. Triple net price is the vehicle price after all discounts, rebates, and deductions are taken off. This includes deductions of dealer holdback and advertising monies. Triple net price is the dealer's actual cost of the purchase of each vehicle.

SELECTION CRITERIA/PROCESS:

The General Services Agency (GSA)-Motor Vehicles Division (MVD) has determined that the County does not currently have the resources to provide the required vehicles.

GSA-MVD worked with GSA-Procurement to develop and issue a Request for Quotation (RFQ). The RFQ was issued on December 28, 2015; posted on the website for 40 days; sent to 37 prospective bidders and 2,991 subscribers to the E-Gov Goods and Services-Current Contract Opportunities mailing service. Two networking/bidders conferences were held and attended by three vendors.

Only those vendors who are pre-qualified through the prequalification process, Request for Pre-Qualification No. 901234 - Vendor Pre-Qualification for Various Vehicles, and are deemed acceptable by the County, are eligible to submit a quotation response to the RFQ for the vehicle purchase.

On February 13, 2015, the following vendors were pre-qualified by the County and were eligible to submit a quotation:

- A. Creekside Auto Group DBA Capitol Toyota Scion (Location: San Jose);*
- B. Elk Grove Dodge (Location: Elk Grove);*
- C. Infinite Velocity Automotive Inc. DBA F.H. Dailey Chevrolet (Location: San Leandro);*
- D. Livermore Auto Group, Inc. (Location: Livermore);*
- E. Nicholas K Corp DBA The Ford Store San Leandro (Location: San Leandro);*
- F. One Toyota of Oakland (Location: Oakland);*
- G. Salinas Lincoln Mercury Inc. DBA My Jeep-Chrysler-Dodge-Ram (Location: Salinas);*
- H. TEC of California, Inc. (Location: Oakland); and*
- I. Winner Chevrolet, Inc. (Location: Elk Grove).*

On February 4, 2016, two additional firms were pre-qualified by the County and were eligible to submit a quotation:

- A. Fred M Boerner Motor Co. (Location: Huntington Park); and*
- B. Stockton Nissan (Location: Stockton).*

On February 5, 2016, four responses to the RFQ were received. The RFQ specified that partial bids are acceptable. The RFQ required that the award go to the lowest mark-up over triple net price qualified bidders. No responses were received for Chevrolet and Dodge Vehicles. Creekside Auto Group DBA Capitol Toyota Scion, Nicholas K Corp DBA The Ford Store San Leandro and Stockton Nissan met all the requirements of the RFQ, and the recommendation is to award this contract to them as lowest-priced, qualified bidders.

Vehicles can only be purchased from authorized vehicle dealerships. Currently, there are no certified Small Local Emerging Business (SLEB) vendors for Nissan and Toyota dealers. Therefore, the following SLEB waivers dated February 23, 2016, were granted by the Office of Acquisition Policy.

- A. Creekside Auto Group DBA Capitol Toyota Scion, (Location: San Jose), SLEB Waiver No. 4001, valid through March 6, 2017;*
- B. Stockton Nissan, (Location: Stockton), SELB Waiver No. 4002, valid through March 6, 2017; and*
- C. There is one SLEB vendor for Ford, Nicholas K Corp DBA The Ford Store San Leandro, Certification No. 10-00118, valid through March 31, 2016. SLEB Waiver No. 4003, valid through March 6, 2017 was granted by the Office of Acquisition Policy while their recertification is in process.*

The following is a summary of the evaluation:

EVALUATION SUMMARY

<i>Description</i>	<i>Vendor/Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Mark-Up Over Triple Net Price</i>
<i>Chevrolet Vehicles</i>	<i>No Bid</i>			
<i>Dodge Vehicles</i>	<i>No Bid</i>			
<i>Ford Vehicles</i>	<i>Livermore Auto Group (Livermore)</i>	<i>Y</i>	<i>N</i>	<i>\$80</i>
<i>Ford Vehicles</i>	<i>Nicholas K Corp DBA The Ford Store San Leandro (San Leandro)</i>	<i>Y</i>	<i>Y</i>	<i>\$180</i>
<i>Nissan Vehicles</i>	<i>Stockton Nissan (Stockton)</i>	<i>N</i>	<i>N</i>	<i>\$250</i>
<i>Toyota Vehicles</i>	<i>Creekside Auto Group DBA Capitol Toyota Scion (San Jose)</i>	<i>N</i>	<i>N</i>	<i>\$191</i>

FUNDING:

Funds for the replacement vehicles are available in the GSA-MVD FY 2015-16 Approved Budget and is included in FY 2016-17 MOE Budget. No additional appropriations are necessary, and there will be no increase in net County cost.

Recommended By:

Procurement & Contracts Specialist Up to \$10,000	DocuSigned by: <i>Evelyn Benson</i> Signature 9B71A5C9EFA3472...	3/7/2016 Date
--	--	------------------

Approved By:

Business Outreach Officer	DocuSigned by: <i>Linda Moore</i> Signature AC952CE9AEB5409...	3/7/2016 Date
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Procurement & Contracts Supervisor Up to \$10,001 - \$25,000	DocuSigned by: <i>Ann Marie Romeo</i> Signature 9DA5585DDDF4462...	3/7/2016 Date
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Purchasing Manager Up to \$25,001 - \$100,000	DocuSigned by: <i>John Glann</i> Signature EB371BC8D6094BF...	3/8/2016 Date
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Director, GSA Over \$100,000	DocuSigned by: <i>Willie A. Hopkins, Jr.</i> Signature 1650CA583AF34AD...	3/14/2016 Date
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DS
DS

****IMPORTANT NOTICE****

ONLINE BIDDING PROCESS

- Bid pricing must be submitted online through Alameda County [Strategic Sourcing Supplier Portal](#).





COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 901418

for
VEHICLE PURCHASE

For complete information regarding this project, see RFQ posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the County representative listed below. Thank you for your interest!

Contact Person: Evelyn Benzon, Procurement & Contracts Specialist

Phone Number: (510) 208-9622

E-mail Address: evelyn.benzon@acgov.org

RESPONSE DUE

by
2:00 p.m.

on

February 5, 2016

through

Alameda County, GSA–Procurement

Strategic Sourcing Supplier Portal

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

COUNTY OF ALAMEDA
REQUEST FOR QUOTATION No. 901418
SPECIFICATIONS, TERMS & CONDITIONS
for
VEHICLE PURCHASE

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EXHIBIT A - BID RESPONSE PACKET

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EXHIBIT C - VENDOR BID LIST

EXHIBIT D - LIST OF VEHICLE PURCHASED

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to obtain formal bids to establish a contract for the purchase and delivery of various current model year automobiles being requested by the General Services Agency (GSA)–Motor Vehicle Division (MVD).

The County intends to award a one-year contract (with option to renew) to the bidder(s) selected as the lowest responsible bidder whose response meets the County's requirements.

B. SCOPE

Alameda County intends to purchase Model Year 2016 vehicles and newer to replace or supplement its existing fleet of vehicles. These vehicles will be used on a daily basis by Alameda County officials and employees to conduct routine business throughout the County. The County estimates it will spend approximately four million dollars (\$4,000,000.00) under the terms of the resulting contract(s). All vehicles shall be new and unused and delivered with the manufacturer's standard warranty.

C. BIDDER QUALIFICATIONS

Bidders participating in this Request for Quotation (RFQ) must be pre-qualified by the County on or before **January 22, 2016** according to the requirements and submittals of **Request for Pre-Qualification (RFP/Q) No. 901234** which can be found on County's website at www.acgov.org, under Current Contracting Opportunities. Qualified vendors were determined by submission and completion of the RFP/Q No. 901234 Exhibit A - Prequalification Response Packet. **Only those Vendors who qualified through the prequalification process and are deemed acceptable by the County are eligible to submit a quotation response to this RFQ.**

1. Bidder Minimum Qualifications

- a. Bidder shall be regularly and continuously engaged in the business of providing new vehicles for at least three (3) years.
- b. Bidder shall be a factory authorized dealer of the requested vehicles.
- c. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.

D. SPECIFIC REQUIREMENTS

1. Bidder shall submit a mark-up price, over their triple net price of the vehicle. Triple net price is the vehicle price after all discounts, rebates, and deductions are taken off. This includes deductions of dealer holdback, advertising, and PDI (Pre Delivery Inspection) monies. This is the dealer's actual cost of the purchase of each vehicle.
2. Bidders shall submit a bid form that includes their mark-up price, the delivery cost of the vehicle to our Oakland address, doc fees, and all other fees. The California Tire Fees and sales tax will be added separately. The Bidder's mark-up price is the dollar amount over their actual cost for each vehicle. All O.E.M. option prices shall be charged at actual dealer's cost. Bidders may be required to submit detailed pricing, from the manufacturer, that includes all standard options and pricing for each O.E.M. option at actual dealer's cost, including all discounts, rebates, and deductions, after bid opening.
3. Quality Standard: New, unused, and the manufacturer's most current production model. Vehicle shall be capable of operating successfully with all options ordered with vehicle. All parts, components, and accessories shall be genuine original equipment. Standard equipment cannot be deleted from the vehicles.
4. All vehicles shall be delivered with the manufacturer's dealer's invoice and the line sheet which lists ALL equipment with order codes on the vehicle. All components of option packages must be in or on the vehicle at the time of delivery.
5. Warranty Period: The warranty period shall be a minimum of 36 months/36,000 miles "bumper to bumper" and power-train coverage to 60,000 miles or 5 years, whichever comes first, at no additional charge. Bidders shall submit any information with roadside assistance warranty. Bidders shall submit copies of the warranty with the bid proposal.
6. Delayed Warranty: Bidder shall submit on a separate sheet attached to the bid a procedure for delayed warranty for starting dates to cover the interval between time of delivery of the complete vehicle and the actual date that the vehicle is placed in service by the County. This delayed time period will cover inspection, installation of radios, operator and mechanic training, etc.
7. Manuals: Successful bidder shall furnish for the life of the contract web access to O.E.M. diagnostic software including parts lists, service, maintenance, operation, and overhaul manuals for the chassis, engine, transmission, drive line, electrical, fuel, and emissions upon delivery of the vehicles to the County of Alameda.

8. Vehicles Specifications shall be as follows:
- a. Model
 - (1) Various Models
 - b. Warranty, Factory Standard
 - (1) Factory Standard
 - c. Emission Certification
 - (1) 50 State Emissions
 - d. Equipment per Manufacturer' Specifications
 - e. Exterior Color
 - (1) To be advised upon order
 - f. Interior Color
 - (1) Factory standard
 - g. Fees and Taxes
 - (1) California Tire Fee
 - (2) Sales Tax, 9.75%
 - h. Registration
 - (1) Dealer shall furnish DMV documents to County to register own vehicle
 - i. FOB Point
 - (1) Oakland, CA

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	December 28, 2015	
Written Questions Due	by 5:00 p.m. on January 8, 2016	
*Networking/Bidders Conference #1 (Online conference option enabled for remote participation)	January 7, 2016 @ 2:00 p.m.	at: General Services Agency Room 1107, 11 th Floor 1401 Lakeside Drive Oakland, CA 94612 OR remotely @ http://gsaalamedacounty.adobeconnect.com/admin/show-event-catalog
*Networking/Bidders Conference #2	January 8, 2016 @ 10:00 a.m.	at: Public Works Agency Conference Room 4825 Gleason Drive Dublin, CA 94568
Addendum Issued	January 20, 2016	
Response Due	February 5, 2016 by 2:00 p.m.	
Evaluation Period	February 5 – 16, 2016	
GSA Recommending Award Issued	February 19, 2016	
GSA Consideration Award Date	March 1, 2016	
Contract Start Date	March 16, 2016	

* Includes a tutorial of how to register and use Online Bid Process.

Note: Award and start dates are approximate.

E. NETWORKING / BIDDERS CONFERENCES

- The bidders conference held on January 7, 2016 will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at <http://gsaalamedacounty.adobeconnect.com/admin/show-event-catalog>. In order to get the best experience, the County recommends that bidders who

participate remotely use equipment with audio output such as speakers, headsets, or a telephone. Bidders may also attend this conference in person.

2. Networking/bidders conferences will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ.
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFQ.
 - d. Provide the bidders with tutorials on how to [bid online through Alameda County's Strategic Sourcing Supplier Portal](#).
3. All questions will be addressed, and the list of attendees will be included, in an RFQ Addendum following the networking/bidders conferences.
4. Potential bidders are strongly encouraged to attend networking/bidders conferences in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

F. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFQ response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA–Procurement. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFQ response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and

will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.

3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by GSA.

G. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be one-year.
2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFQ at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
4. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

H. QUANTITIES

No minimum or maximum is guaranteed or implied.

I. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
2. Unless otherwise stated, bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
4. Taxes and freight charges:
 - a. The prices quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
 - b. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
 - c. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - d. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
6. Price quotes shall include any and all payment incentives available to the County.
7. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

9. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

J. AWARD

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.
2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation
3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

<http://acgov.org/auditor/sleb/overview.htm>

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 441110.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than

one-half (1/2) the number of employees AND that has been in business less than five (5) years.

4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
5. The County reserves the right to award to a single or multiple Contractors.
6. The County has the right to decline to award this contract or any part thereof for any reason.
7. A contract must be negotiated, finalized, and signed by the recommended awardee prior to GSA approval.
8. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

K. METHOD OF ORDERING

1. A written PO and signed Standard Agreement contract will be issued upon Board approval.
2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

L. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.

2. County will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoices upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

M. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed as per manufacturer's standard warranty.

N. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFQ and any contract which may arise pursuant to this RFQ.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products

offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

3. Contractor account manager shall be familiar with County requirements and standards and work with the GSA Transportation Services to ensure that established standards are adhered to.
4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

III. INSTRUCTIONS TO BIDDERS

O. COUNTY CONTACTS

GSA–Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA–Procurement department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on January 8, 2016 to:

Evelyn Benzon, Lead Procurement & Contracts Specialist
Alameda County, GSA–Procurement
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
E-Mail: evelyn.benzon@acgov.org
PHONE: (510) 208-9622

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

P. SUBMITTAL OF BIDS

1. All bids must be completed and successfully uploaded through Alameda County Strategic Sourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County Strategic Sourcing Supplier Portal shall not extend the due date and time.

2. Bidders **must** also submit an attached electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.
3. No email (electronic) or facsimile bids will be considered.
4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
6. All other information regarding the bid responses will be held as confidential until such time as the GSA has completed its evaluation, a recommended award has been made by the GSA, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into a contract by the GSA. All parties submitting proposals, either qualified or unqualified, will receive mailed recommend to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
7. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
8. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

Q. RESPONSE FORMAT

1. Bid responses must be submitted online through Alameda County Strategic Sourcing Supplier Portal.
2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.



EXHIBIT A

BID RESPONSE PACKET

RFQ No. 901418 – VEHICLE PURCHASE

To: The County of Alameda

From: _____
(Official Name of Bidder)

- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFQ DOCUMENT AND AS SPECIFIED IN THE STRATEGIC SOURCING SUPPLIER PORTAL EVENT.**



BID FORM

Online Bid Process

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all other charges, FOB Oakland and is the cost the County will pay for the one-year term of any contract that is a result of this bid.

Quantities listed on Alameda County **Strategic Sourcing Supplier Portal** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

The County will have the option to purchase subsequent model year at the same Triple Net Price.

Partial bids are acceptable. Bidder can offer bids on one or more of the types of the specified vehicles.

By submission of through the Alameda County **Strategic Sourcing Supplier Portal**, Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County **Strategic Sourcing Supplier Portal** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

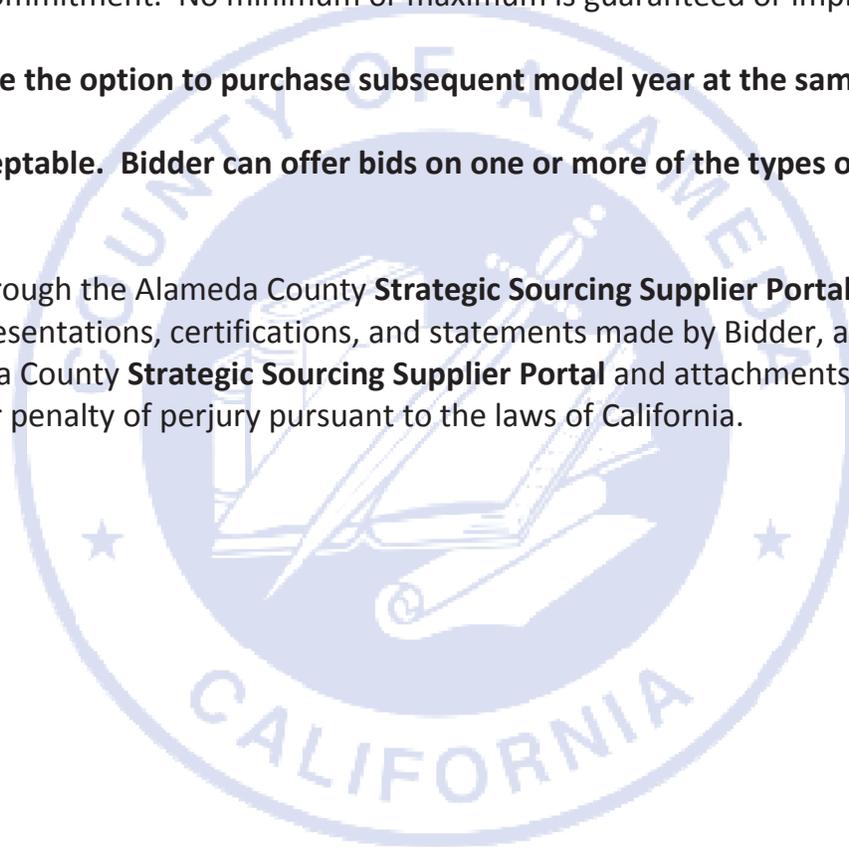




EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFQ:





EXHIBIT C VENDOR BID LIST

RFQ No. 901418 – VEHICLE PURCHASE

Below is the Vendor Bid List for this project consisting of vendors who have been issued a copy of this RFQ.

RFQ No. 901418 - VEHICLE PURCHASE						
Business Name	Contact Name	Contact Phone	Address	City	State	Email
Albany Ford	Dan Durigan	888-699-4116	718 San Pablo Ave	Albany	CA	ddurigan@albanysubaruford.com
Auto Nation Honda	Ken Brizendine	510-445-5300	5780 Cushing Pkwy	Fremont	CA	brizendinek@autonation.com
Bay City Chevrolet	Corey Cooper	510-588-2400	3093 Broadway	Oakland	CA	gmcorey@yahoo.com
Berkeley Honda Autocenter	Tim Beinke	510-843-3704	2600 Shattuck Ave	Berkeley	CA	timbeinke@yahoo.com
Capitol Toyota Scion	Gordon Holscher	408-979-4044	775 Capitol Expressway Auto Mall	San Jose	CA	Gordon.holscher@capitoltoyota.com
California Superstores	Walter Albers	877-853-3522	1444 Marina Blvd	San Leandro	CA	walter.albers@calsuperstores.com
Crown Automotive	Mike Patania	925-602-6232	4901 Marsh Dr	Concord	CA	mpatania@crowncorcord.com
Downtown Ford Sales	Dave Forbes	866-414-9905	525 North 16 th St	Sacramento	CA	daveforbess@downtownfordsales.com
Dublin Chevrolet	Admir Besic	925-479-3500	4200 John Monego Ct	Dublin	CA	admirB@cacargroup.com
Dublin Toyota	Prem Chand	877-846-1116	4321 Toyota Dr	Dublin	CA	Chand_dublintoysota@hotmail.com
Elk Grove Dodge	Dwane Galatti	916-429-4702	8575 Laguna Grove	Elk Grove	CA	dwanefleet@hotmail.com
F.H. Dailey Chevrolet	Charlie Clark	510-703-1249	800 Davis St	San Leandro	CA	cclarkfhdailey@aol.com
Fremont CDJR	David Zalmar	877-363-9482	39639 Balentine Dr	Fremont	CA	davidz@dgdg.com
Fremont Chevrolet	Bani Paulus	510-445-8700	5850 Cushing Pkwy	Fremont	CA	banip@cacargroup.com
Fremont Ford	Dave Elkins	877-463-1910	39700 Balentine Dr	Newark	CA	delkins@fremontford.com
Gilroy European Inc. dba South County Nissan	Pat Ireland		400 Stutz Way	Gilroy	CA	Patireland1962@yahoo.com
Hansel Ford	Darron Kendall	707-543-7346	3075 Corby Ave	Santa Rosa	CA	dkendall@hanselford.com
Hansel Toyota	Darron Kendall	707-543-7346	1125 Auto Center Dr	Petaluma	CA	dkendall@hanselauto.com
Honda of El Cerrito	Darryl Lavendar	888-913-4045	11755 San Pablo Ave	El Cerrito	CA	darryl.lavendar@hendrickauto.com
Honda of Hayward	Jack Zhang	510-582-1300	24919 Mission Blvd	Hayward	CA	jack.zhang@hondaofhayward.com
Honda of Oakland	Todd King	510-420-9200	3330 Broadway	Oakland	CA	todd.king@pscauto.com
Livermore Auto Group	Steve Tehero	925-456-1233	2266 Kitty Hawk Rd	Livermore	CA	stehero@lagmail.net
McPeek's Dodge of Anaheim	Kevin Buzzard	714-254-2613	1221 S Auto Center Dr	Anaheim	CA	kevinb@mcpeekdodge.com
Michael Stead's Walnut Creek Chrysler Jeep Dodge Ram	Jon "JJ" Jones	925-937-5060	2404 N. Main St	Walnut Creek	CA	jjones@steadauto.com
MY Jeep-Chrysler-Dodge-Ram	Denis Greathead	831-442-1000	600 Auto Center Cir	Salinas	CA	denis@mycars.com
Nissan North America, Inc.	Michelle Downing	615-630-2927				michelle.downing@nissan-usa.com
One Toyota of Oakland	Kevin Frazier Sr.	510-692-1799	8181 Oakport St	Oakland	CA	kfrazier@onetoyota.com
Putnam Chevrolet	Rob Bellatorre	650-342-9500	198 California Dr	Burlingame	CA	rbellatorre@putnamgm.com

RFQ No. 901418 - VEHICLE PURCHASE

Business Name	Contact Name	Contact Phone	Address	City	State	Email
San Francisco Honda	A.J. Patterson	415-913-5173	10 S. Van Ness Ave	San Francisco	CA	aj@sfhonda.com
San Leandro Dodge	Ali Shahrokhi			San Leandro		
San Leandro Honda	Brook Buckmaster	888-863-9288	1302 Marina Blvd	San Leandro	CA	brook.buckmaster@slhonda.com
Stoneridge Chrysler Jeep Dodge of Dublin	Jim Povio	925 452-2010	6701 Amador Plaza	Dublin	CA	jpovio@stoneridgecjd.com
Swift Superstore	Dan Heil	877-655-4333	4318 Chiles Rd	Davis	CA	danh@swiftsuperstore.com
The Ford Store San Leandro	Bill Lazar	510-347-4138	1111 Marina Blvd	San Leandro	CA	blazar@sanleandroford.com
Toyota of Berkeley	Bill Blinks	855-395-4389	2400 Shattuck Ave	Berkeley	CA	bill@toyotaofberkeley.com
Walnut Creek Chrysler Jeep Dodge	Jay Jones	888-551-8603	2404 N Main St	Walnut Creek	CA	jjones@steadauto.com
Winner Chevrolet	Dwane Galatti	916-429-4702	8575 Laguna Grove Dr	Elk Grove	CA	dwanefleet@hotmail.com





EXHIBIT D

LIST OF PURCHASED VEHICLES

RFQ No. 901418 – VEHICLE PURCHASE

The County has acquired the following vehicles from Year 2013 – 2015.

Item No.	Make	Model	Quantity
1.	Chevrolet	Caprice	3
2.	Chevrolet	Express	5
3.	Chevrolet	Impala	26
4.	Chevrolet	Tahoe	5
5.	Chevrolet	Tahoe Police	1
6.	Chevrolet	Volt	1
7.	Dodge	Caravan	9
8.	Dodge	Charger Police	30
9.	Dodge	Charger R/t	9
10.	Ford	C-Max Energi	6
11.	Ford	E150	1
12.	Ford	E250	2
13.	Ford	E350	11
14.	Ford	E450	1
15.	Ford	Escape	8
16.	Ford	Explorer	12
17.	Ford	F150	4
18.	Ford	F250	7
19.	Ford	F350	3
20.	Ford	Focus	18
21.	Ford	Focus EV	18
22.	Ford	Fusion Hybrid	67
23.	Ford	Fusion Titanium	19
24.	Ford	Interceptor Sedan	5
25.	Ford	Interceptor SUV	39
26.	Ford	T150	1
27.	Ford	T250	3
28.	Ford	Taurus	50
29.	Ford	Transit Connect	4
30.	Nissan	Leaf	8
31.	Toyota	Prius C	26



May 19, 2016

To: Willie A. Hopkins, Jr., Director, General Services Agency
From: Evelyn Benzon, Lead Procurement & Contracts Specialist
Via: John Glann, Purchasing Manager, General Services Agency
Subject: REQUEST FOR APPROVAL TO AWARD CONTRACTS FOR VEHICLE PURCHASE (CHEVY/DODGE), REQUEST FOR QUOTATION NO. 901459; AMOUNT: \$1,300,000

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a Purchaser Order contracts for Master Contract No. 901459, to provide vehicle purchases to the Alameda County-Motor Vehicles Division, for the term of 06/01/16 – 05/31/17, in the total contract amount of \$1,300,000, with the following vendors:

- A. My Chevrolet (Principal: Denis Greathead; Location: Salinas), Procurement Contract No. 13526, Amount: \$400,000; and
- B. My Jeep-Chrysler-Dodge-Ram (Principal: Denis Greathead; Location: Salinas), Procurement Contract No. 13527, Amount: \$900,000.

DISCUSSION/SUMMARY:

Alameda County intends to establish a contract for the purchase and delivery of various current model year automobiles to replace or supplement its existing fleet of vehicles. These vehicles will be used on a daily basis by Alameda County officials and employees to conduct routine business throughout the County. All vehicles shall be new and unused and delivered with the manufacturer's standard warranty.

Contractors are required to submit a mark-up price, over their triple net price of the vehicle. Triple net price is the vehicle price after all discounts, rebates, and deductions are taken off. This includes deductions of dealer holdback and advertising monies. Triple net price is the dealer's actual cost of the purchase of each vehicle.

SELECTION CRITERIA/PROCESS:

The General Services Agency (GSA)-Motor Vehicles Division (MVD) has determined that the County does not currently have the resources to provide the required vehicles.

GSA-MVD worked with GSA-Procurement to develop and issue a Request for Quotation (RFQ). The RFQ was issued on March 24, 2016; posted on the website for 36 days; sent to 16 prospective bidders and 2,850 subscribers to the E-Gov Goods and Services-Current Contract Opportunities mailing service. One networking/bidders conference was held and attended by two vendors.

Only those vendors who are pre-qualified through the pre-qualification process, Request for Pre-Qualification (RFPQ) No. 901234-Vendor Pre-Qualification for Various Vehicles, and are deemed acceptable by the County, are eligible to submit a quotation response to the RFQ for the vehicle purchase.

The following vendors for Chevrolet and Dodge were pre-qualified by the County and were eligible to submit a quotation:

- A. Dublin Chevrolet (Location: Dublin);*
- B. Elk Grove Dodge (Location: Elk Grove);*
- C. Infinite Velocity Automotive Inc. DBA F.H. Dailey Chevrolet (Location: San Leandro);*
- D. My Chevrolet (Location: Salinas);*
- E. Salinas Lincoln Mercury Inc. DBA My Jeep-Chrysler-Dodge-Ram (Location: Salinas);*
- F. TEC of California, Inc. (Location: Oakland); and*
- G. Winner Chevrolet, Inc. (Location: Elk Grove).*

On April 28, 2016, two responses to the RFQ were received. The RFQ specified that partial bids are acceptable. The RFQ required that the award go to the lowest mark-up over triple net price qualified bidders. My Chevrolet and My Jeep-Chrysler-Dodge-Ram met all the requirements of the RFQ, and the recommendation is to award this contract to them as the lowest-priced, qualified bidders.

Vehicles can only be purchased from authorized vehicle dealerships. Currently, there are no certified Small Local Emerging Business (SLEB) vendors for Chevy and Dodge dealers. Therefore, the following SLEB waivers dated May 5, 2016, were granted by the Office of Acquisition Policy:

- A. My Chevrolet, (Location: Salinas), SLEB Waiver No. 4131, valid through May 30, 2017; and*

B. *My Jeep-Chrysler-Dodge-Ram, (Location: Salinas), SLEB Waiver No. 4132, valid through May 30, 2017.*

The following is the evaluation summary:

<i>Description</i>	<i>Vendor/Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Mark-Up Over Triple Net Price</i>
<i>Chevrolet Vehicles</i>	<i>My Chevrolet (Salinas)</i>	<i>N</i>	<i>N</i>	<i>\$750</i>
<i>Dodge Vehicles</i>	<i>My Jeep-Chrysler-Dodge-Ram (Salinas)</i>	<i>N</i>	<i>N</i>	<i>\$750</i>

FUNDING:

Funds for the replacement vehicles are included in GSA-MVD's vehicle replacement account. No additional appropriations are necessary, and there will be no increase in net County cost.

Recommended By:

Procurement & Contracts Specialist
 Up to \$10,000

DocuSigned by:
Evelyn Benzon
 Signature 9B71A5C9EFA3472... Date 5/19/2016

Approved By:

Business Outreach Officer

DocuSigned by:
Linda Moore
 Signature AC952CE9AEB5409... Date 5/20/2016

Procurement & Contracts Supervisor
 Up to \$10,001 - \$25,000

DocuSigned by:
Ann Marie Romero
 Signature 9DA5585DDDF4462... Date 5/20/2016

Purchasing Manager
 Up to \$25,001 - \$100,000

DocuSigned by:
John Glann
 Signature EB371BC8D6094BF... Date 5/20/2016

Director, GSA
 Over \$100,000

DocuSigned by:
Willie A. Hopkins, Jr.
 Signature 3978B4A6A69D4BB... Date 5/26/2016

DS
 DS

****IMPORTANT NOTICE****

ONLINE BIDDING PROCESS

- Bid pricing must be submitted online through Alameda County [Strategic Sourcing Supplier Portal](#).





COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 901459

for

VEHICLE PURCHASE (CHEVY/DODGE)

For complete information regarding this project, see RFQ posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the County representative listed below. Thank you for your interest!

Contact Person: Evelyn Benzon, Procurement & Contracts Specialist

Phone Number: (510) 208-9622

E-mail Address: evelyn.benzon@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

April 28, 2016

through

Alameda County, GSA–Procurement

Strategic Sourcing Supplier Portal

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

COUNTY OF ALAMEDA
REQUEST FOR QUOTATION No. 901459
SPECIFICATIONS, TERMS & CONDITIONS
for
VEHICLE PURCHASE (CHEVY/DODGE)

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ATTACHMENTS

EXHIBIT A - BID RESPONSE PACKET

EXHIBIT B - INSURANCE REQUIREMENTS

EXHIBIT C - VENDOR BID LIST

EXHIBIT D - LIST OF VEHICLE PURCHASED

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to obtain formal bids to establish a contract for the purchase and delivery of Chevrolet and Dodge current model year automobiles being requested by the General Services Agency (GSA)–Motor Vehicle Division (MVD).

The County intends to award a one-year contract (with option to renew) to the bidder(s) selected as the lowest responsible bidder whose response meets the County's requirements.

B. SCOPE

Alameda County intends to purchase Model Year 2016 vehicles and newer to replace or supplement its existing fleet of vehicles. These vehicles will be used on a daily basis by Alameda County officials and employees to conduct routine business throughout the County. The County estimates it will spend approximately one million dollars (\$1,000,000.00) under the terms of the resulting contract(s). All vehicles shall be new and unused and delivered with the manufacturer's standard warranty.

C. BIDDER QUALIFICATIONS

Bidders participating in this Request for Quotation (RFQ) must be pre-qualified by the County on or before **April 15, 2016** according to the requirements and submittals of **Request for Pre-Qualification (RFP/Q) No. 901234** which can be found on County's website at www.acgov.org, under Current Contracting Opportunities. Qualified vendors were determined by submission and completion of the RFP/Q No. 901234 Exhibit A - Prequalification Response Packet. **Only those Vendors who qualified through the prequalification process and are deemed acceptable by the County are eligible to submit a quotation response to this RFQ.**

1. Bidder Minimum Qualifications

- a. Bidder shall be regularly and continuously engaged in the business of providing new vehicles for at least three (3) years.
- b. Bidder shall be a factory authorized dealer of the requested vehicles.
- c. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.

D. SPECIFIC REQUIREMENTS

1. Bidder shall submit a mark-up price, over their triple net price of the vehicle. Triple net price is the vehicle price after all discounts, rebates, and deductions are taken off. The PDI (Pre Delivery Inspection) monies will be considered as part of the vehicle cost. This includes deductions of dealer holdback and advertising monies. This is the dealer's actual cost of the purchase of each vehicle.
2. Bidders shall submit a bid form that includes their mark-up price, the delivery cost of the vehicle to our Oakland address, doc fees, and all other fees. The California Tire Fees and sales tax will be added separately. The Bidder's mark-up price is the dollar amount over their actual cost for each vehicle. All O.E.M. option prices shall be charged at actual dealer's cost. Bidders may be required to submit detailed pricing, from the manufacturer, that includes all standard options and pricing for each O.E.M. option at actual dealer's cost, including all discounts, rebates, and deductions, after bid opening.
3. Quality Standard: New, unused, and the manufacturer's most current production model. Vehicle shall be capable of operating successfully with all options ordered with vehicle. All parts, components, and accessories shall be genuine original equipment. Standard equipment cannot be deleted from the vehicles.
4. All vehicles shall be delivered with the manufacturer's dealer's invoice and the line sheet which lists ALL equipment with order codes on the vehicle. All components of option packages must be in or on the vehicle at the time of delivery.
5. Warranty Period: The warranty period shall be a minimum of 36 months/36,000 miles "bumper to bumper" and power-train coverage to 60,000 miles or 5 years, whichever comes first, at no additional charge. Bidders shall submit any information with roadside assistance warranty. Bidders shall submit copies of the warranty with the bid proposal.
6. Delayed Warranty: Bidder shall submit on a separate sheet attached to the bid a procedure for delayed warranty for starting dates to cover the interval between time of delivery of the complete vehicle and the actual date that the vehicle is placed in service by the County. This delayed time period will cover inspection, installation of radios, operator and mechanic training, etc.
7. Manuals: Successful bidder shall furnish for the life of the contract web access to O.E.M. diagnostic software including parts lists, service, maintenance, operation, and overhaul manuals for the chassis, engine, transmission, drive line, electrical, fuel, and emissions upon delivery of the vehicles to the County of Alameda.

8. The awarded vendor should notify the County of vehicles delivery date(s) and time(s). The County delivery hours for vehicles are Monday – Friday, 7:00 a.m. – 7:00 p.m.
9. Vehicles Specifications shall be as follows:
 - a. Model
 - (1) Various Models
 - b. Warranty, Factory Standard
 - (1) Factory Standard
 - c. Emission Certification
 - (1) 50 State Emissions
 - d. Equipment per Manufacturer' Specifications
 - e. Exterior Color
 - (1) To be advised upon order
 - f. Interior Color
 - (1) Factory standard
 - g. Fees and Taxes
 - (1) California Tire Fee
 - (2) Sales Tax, 9.75%
 - h. Registration
 - (1) Dealer shall furnish DMV documents to County to register own vehicle
 - i. FOB Point
 - (1) Oakland, CA

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
Request Issued	March 25, 2016
Written Questions Due	by 5:00 p.m. on April 5, 2016
*Networking/Bidders Conference #1 (Online conference option enabled for remote participation)	April 4, 2016 @ 2:00 p.m. at: General Services Agency Room 1107, 11 th Floor 1401 Lakeside Drive Oakland, CA 94612 OR remotely @ http://gsaalamedacounty.adobeconnect.com/admin/show-event-catalog
*Networking/Bidders Conference #2	“WAIVED”
Addendum Issued	April 13, 2016
Response Due	April 28, 2016 by 2:00 p.m.
Evaluation Period	April 28 - 30, 2016
GSA Recommending Award Issued	May 6, 2016
GSA Consideration Award Date	May 20, 2016
Contract Start Date	June 1, 2016

* Includes a tutorial of how to register and use Online Bid Process.

Note: Award and start dates are approximate.

E. NETWORKING / BIDDERS CONFERENCES

- The bidders conference held on April 4, 2016 will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at <http://gsaalamedacounty.adobeconnect.com/admin/show-event-catalog>. In order to get the best experience, the County recommends that bidders who

participate remotely use equipment with audio output such as speakers, headsets, or a telephone. Bidders may also attend this conference in person.

2. Networking/bidders conferences will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ.
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFQ.
 - d. Provide the bidders with tutorials on how to [bid online through Alameda County's Strategic Sourcing Supplier Portal](#).
3. All questions will be addressed, and the list of attendees will be included, in an RFQ Addendum following the networking/bidders conferences.
4. Potential bidders are strongly encouraged to attend networking/bidders conferences in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

F. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFQ response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA–Procurement. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFQ response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and

will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.

3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by GSA.

G. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be one-year.
2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFQ at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
4. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

H. QUANTITIES

No minimum or maximum is guaranteed or implied.

I. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
2. Unless otherwise stated, bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
4. Taxes and freight charges:
 - a. The prices quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
 - b. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
 - c. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - d. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
6. Price quotes shall include any and all payment incentives available to the County.
7. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

9. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

J. AWARD

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.
2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.
3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.**

These requirements can be found online at:

<http://acgov.org/auditor/sleb/overview.htm>

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 441110.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than

one-half (1/2) the number of employees AND that has been in business less than five (5) years.

4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
5. The County reserves the right to award to a single or multiple Contractors.
6. The County has the right to decline to award this contract or any part thereof for any reason.
7. A contract must be negotiated, finalized, and signed by the recommended awardee prior to GSA approval.
8. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

K. METHOD OF ORDERING

1. A written PO and signed Standard Agreement contract will be issued upon Board approval.
2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

L. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.

2. County will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoices upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

M. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed as per manufacturer's standard warranty.

N. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFQ and any contract which may arise pursuant to this RFQ.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products

offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

3. Contractor account manager shall be familiar with County requirements and standards and work with the GSA Transportation Services to ensure that established standards are adhered to.
4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

III. INSTRUCTIONS TO BIDDERS

O. COUNTY CONTACTS

GSA–Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA–Procurement department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on April 5, 2016 to:

Evelyn Benzon, Lead Procurement & Contracts Specialist
Alameda County, GSA–Procurement
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
E-Mail: evelyn.benzon@acgov.org
PHONE: (510) 208-9622

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

P. SUBMITTAL OF BIDS

1. All bids must be completed and successfully uploaded through Alameda County Strategic Sourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County Strategic Sourcing Supplier Portal shall not extend the due date and time.

2. Bidders **must** submit the excel bid form.
3. No email (electronic) or facsimile bids will be considered.
4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
6. All other information regarding the bid responses will be held as confidential until such time as the GSA has completed its evaluation, a recommended award has been made by the GSA, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into a contract by the GSA. All parties submitting proposals, either qualified or unqualified, will receive mailed recommend to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
7. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
8. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil

remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

Q. RESPONSE FORMAT

1. Bid responses must be submitted online through Alameda County Strategic Sourcing Supplier Portal.
2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.



EXHIBIT A

BID RESPONSE PACKET

RFQ No. 901459 – VEHICLE PURCHASE (CHEVY/DODGE)

To: The County of Alameda

From: _____
(Official Name of Bidder)

- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFQ DOCUMENT AND AS SPECIFIED IN THE STRATEGIC SOURCING SUPPLIER PORTAL EVENT.**



BID FORM

Online Bid Process

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all other charges, FOB Oakland and is the cost the County will pay for the one-year term of any contract that is a result of this bid.

Quantities listed on Alameda County **Strategic Sourcing Supplier Portal** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

The County will have the option to purchase subsequent model year at the same Triple Net Price.

Partial bids are acceptable. Bidder can offer bids on one or more of the types of the specified vehicles.

By submission of through the Alameda County **Strategic Sourcing Supplier Portal**, Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County **Strategic Sourcing Supplier Portal** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

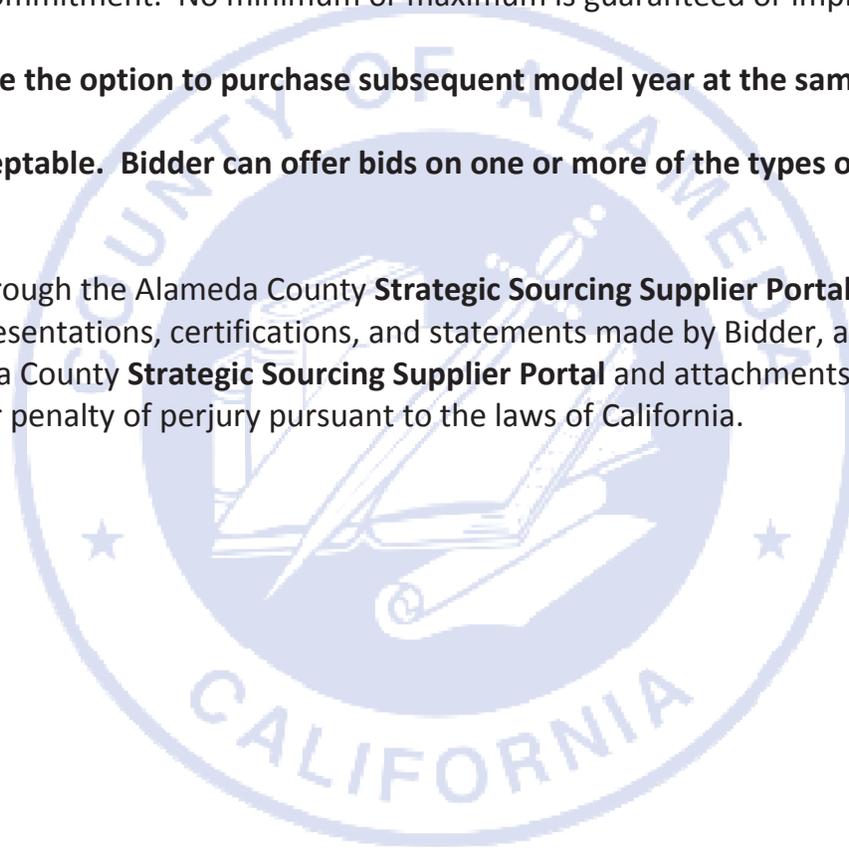




EXHIBIT B INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFQ:





EXHIBIT C

VENDOR BID LIST

RFQ No. 901459 – VEHICLE PURCHASE (CHEVY/DODGE)

Below is the Vendor Bid List for this project consisting of vendors who have been issued a copy of this RFQ.

RFQ No. 901459 – VEHICLE PURCHASE						
Business Name	Contact Name	Contact Phone	Address	City	State	Email
Bay City Chevrolet	Corey Cooper	510-588-2400	3093 Broadway	Oakland	CA	gmcorey@yahoo.com
Dublin Chevrolet	Chad Alarcon	925-784-3389	4200 John Monego Ct	Dublin	CA	chada@cacargroup.com
Dublin Chevrolet	Gentil Sena	925-577-7909	4200 John Monego Ct	Dublin	CA	gentils@cacargroup.com
Elk Grove Dodge	Dwane Galatti	916-429-4702	8575 Laguna Grove	Elk Grove	CA	dwanefleet@hotmail.com
F.H. Dailey Chevrolet	Charlie Clark	510-703-1249	800 Davis St	San Leandro	CA	cclarkfhdailey@aol.com
Fremont CDJR	David Zalmar	877-363-9482	39639 Balentine Dr	Fremont	CA	davidz@dgdg.com
Fremont Chevrolet	Bani Paulus	510-445-8700	5850 Cushing Pkwy	Fremont	CA	banip@cacargroup.com
McPeek's Dodge of Anaheim	Kevin Buzzard	714-254-2613	1221 S Auto Center Dr	Anaheim	CA	kevinb@mcpeekdodge.com
Michael Stead's Walnut Creek Chrysler Jeep Dodge Ram	Jon "JJ" Jones	925-937-5060	2404 N. Main St	Walnut Creek	CA	jjones@steadauto.com
MY Jeep-Chrysler-Dodge-Ram	Denis Greathead	831-442-1000	600 Auto Center Cir	Salinas	CA	denis@mycars.com
Putnam Chevrolet	Rob Davis	650-342-9500	198 California Dr	Burlingame	CA	bdavis@putnamgm.com
San Leandro Dodge	Ali Shahrokhi			San Leandro		
Stoneridge Chrysler Jeep Dodge of Dublin	Jim Povio	925 452-2010	6701 Amador Plaza	Dublin	CA	jpovio@stoneridgecjd.com
Team Chevy	Peter halpin	800-295-8326		Vallejo	CA	Fleet.sales@hotmail.com
Walnut Creek Chrysler Jeep Dodge	Jay Jones	888-551-8603	2404 N Main St	Walnut Creek	CA	jjones@steadauto.com
Winner Chevrolet	Dwane Galatti	916-429-4702	8575 Laguna Grove Dr	Elk Grove	CA	dwanefleet@hotmail.com



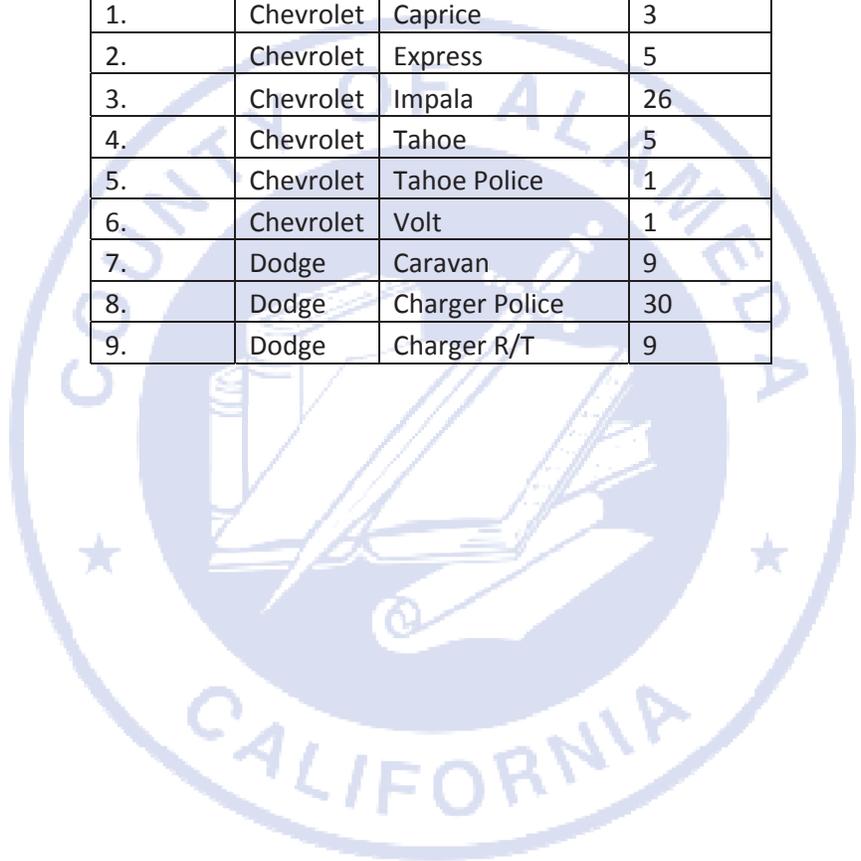
EXHIBIT D

LIST OF PURCHASED VEHICLES

RFQ No. 901459 – VEHICLE PURCHASE (CHEVY/DODGE)

The County has acquired the following vehicles from Year 2013 – 2015.

Item No.	Make	Model	Quantity
1.	Chevrolet	Caprice	3
2.	Chevrolet	Express	5
3.	Chevrolet	Impala	26
4.	Chevrolet	Tahoe	5
5.	Chevrolet	Tahoe Police	1
6.	Chevrolet	Volt	1
7.	Dodge	Caravan	9
8.	Dodge	Charger Police	30
9.	Dodge	Charger R/T	9



Purchase Order

County of Alameda
General Services Agency
 (510) 208-9600

Dispatched: 7/8/2016		PO Type: PCNT
Purchase Order GENSA-0000030817	PO Date 3/22/2016	Revision 4 - 2016-07-08
Payment Terms Net 30	Freight Terms FOB Dest., Freight Prepaid	Ship Via Vendor
Buyer Bishop,Nancy	Phone 510/208-3903	Operator nbishop

Supplier: 0000030539
 NICHOLAS K CORP
 DBA THE FORD STORE SAN LEANDRO
 1111 MARINA BLVD
 SAN LEANDRO CA 94577

Ship To: 0444000004
 165 - 13th St, Bsmt
 Oakland CA 94612
Attention: Not Specified

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt
Total PO Amount					2190437.55

This Purchase Order Agreement shall be governed by the State of California. Acceptance of it is subject to the Terms and Conditions on the face and back hereof. Additional terms on VENDOR's form are objected to and rejected and shall not be a part of this agreement.

Authorized Signature



County of Alameda
General Services Agency
(510) 208-9600

Table with PO details: Dispatched: 7/8/2016, PO Type: PCNT, Purchase Order: GENSA-0000030817, PO Date: 3/22/2016, Revision: 4 - 2016-07-08, Payment Terms: Net 30, Freight Terms: FOB Dest., Freight Prepaid, Ship Via: Vendor, Buyer: Bishop, Nancy, Phone: 510/208-3903, Operator: nbishop

Supplier: 0000030539
NICHOLAS K CORP
DBA THE FORD STORE SAN LEANDRO
1111 MARINA BLVD
SAN LEANDRO CA 94577

Ship To: 0444000004
165 - 13th St, Bsmt
Oakland CA 94612
Attention: Not Specified

PURCHASE ORDER AGREEMENT - TERMS AND CONDITIONS

- 1. This Purchase Order and any documents referred to on the face hereof constitute the entire agreement between the parties and may be modified verbally, followed by written verification.
2. THE COUNTY SHALL PAY SALES TAX AND USE TAX IF APPLICABLE.
3. No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.
4. VENDOR agrees to deliver all items on this purchase order FOB Destination unless otherwise specified in this order.
5. All articles furnished shall be subject to inspection by representatives of the County for defects or non-compliance with specifications.
6. VENDOR will not be held liable for failure or delay in fulfillment if hindered by fires, strikes or Acts of God (force majeure).
7. County may terminate this contract for cause in the event of a default by VENDOR.
8. VENDOR warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material.
9. VENDOR warrants that the prices quoted hereunder are the lowest prices at which these or similar articles are sold by the VENDOR to other customers.
10. County may delay delivery or acceptance of goods due to an unforeseen event.
11. The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
12. The VENDOR shall hold the County of Alameda, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret processes, patented or unpatented invention articles or appliances furnished or used under this order.
13. To the fullest extent of the law, VENDOR shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, officers, employees and agents from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury, or personal injury, to any person or persons (including employees of VENDOR or County) or damage of any property (including property of VENDOR or County) which arises out of or is connected with VENDOR's performance of this Purchase Order Agreement except where such liabilities are caused solely by the negligence or willful misconduct of the County.
14. The VENDOR and his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with furnishing of materials and services listed herein.
15. If any material or the ingredient of any material furnished by the VENDOR is hazardous as defined by Federal or California statute, the VENDOR shall provide to the County Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200.
16. No part of this order may be assigned or subcontracted without the prior written approval of the County.
17. All shipments, shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Invoices must have a unique identifying number. Overshipments will not be accepted unless authorized by Buyer.
18. Alameda County will only make payments against invoices which are: "ORIGINAL", "CUSTOMER COPY" or a copy of invoice that has been "CERTIFIED AS ORIGINAL" and which has been SIGNED BY an officer of Vendor with his/her title.
19. Terms, if not otherwise specified herein, shall be Net 30 days. Cash discount and payment date will be computed from the date of acceptance of the order (partial or complete) or receipt of invoices, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant or check. The County does not pay, and is not subject to, any late charges, fees or penalties of any kind.

This Purchase Order Agreement shall be governed by the State of California. Acceptance of it is subject to the Terms and Conditions on the face and back hereof. Additional terms on VENDOR's form are objected to and rejected and shall not be a part of this agreement.

Authorized Signature

[Handwritten signature]

RFQs No. 901418 & 901459 - Vehicle Purchase

Item No.	Estimated Quantity (A)	Unit	Item	Vendor Awarded	Mark-up Over Triple Net Price (B)	Delivery Price to Oakland, CA (C)	Doc Fees (D)	Other Fees (E)	Total of Mark-up, Delivery, and all Fees (F) = (B + C + D + E)	Extended Cost (G) = (F) x (A)
1	12	EA	Chevrolet Vehicles	My Chevrolet, Salinas CA	\$750.00	\$60.00	\$80.00	\$0.00	\$ 890.00	\$ 10,680.00
2	18	EA	Dodge Vehicles	My Dodge, Salinas CA	\$750.00	\$60.00	\$80.00	\$0.00	\$ 890.00	\$ 16,020.00
3	85	EA	Ford Vehicles	The Ford Store, San Leandro CA	\$180.00	\$0.00	\$0.00	\$0.00	\$ 180.00	\$ 15,300.00
4	10	EA	Nissan Vehicles	Stockton Nissan, Stockton CA	\$250.00	\$100.00	\$80.00	\$29.00	\$ 459.00	\$ 4,590.00
5	10	EA	Toyota Vehicles	Capitol Toyota, San Jose CA	\$191.00	\$50.00	\$80.00	\$0.00	\$ 321.00	\$ 3,210.00
									Grand Total	\$ 49,800.00

*** Please note: The California Tire Fees and sales tax should not be included in the pricing listed above.**

Isena Y. Garcia

From: Bill Lazar <BLazar@sanleandroford.com>
Sent: Monday, July 25, 2016 1:03 PM
To: Isena Y. Garcia
Subject: piggyback - Alameda Vehicle Contract

San Leandro Ford is willing to allow piggyback of its vehicle contract.

City of Sacramento pricing will be as follows: Fords Net Price, Less the GPC Consession Plus \$ 380.00.

Bill Lazar

Commercial Accounts Manager
The Ford Store San Leandro Lincoln

Direct: (510) 347-4138
Fax : (510) 347-4194
Cell : (925) 640-7471
blazar@sanleandroford.com



5th YEAR RENEWAL OF AGREEMENT

Made by and Between

**National Auto Fleet Group (Vendor)
490 Auto Center Drive
Watsonville, CA 95076**

and

**National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930**

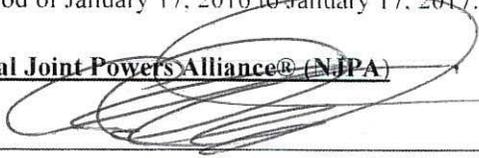
Whereas:

“Vendor” and “NJPA” have entered into an “Acceptance and Award #102811-NAF” for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals and a 5th year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. “Vendor” and “NJPA” hereby desire and agree to exercise the 5th year renewal option for the above defined contract for the period of January 17, 2016 to January 17, 2017.

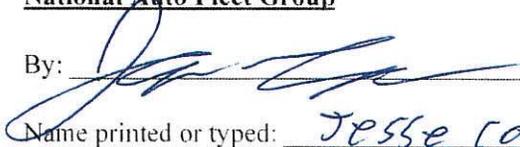
National Joint Powers Alliance® (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date 7/28/15

National Auto Fleet Group

By:  Its: Manager

Name printed or typed: Jesse Cooper

Date 7-28-15

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,

Proposal Offering (To be completed Only by Proposer)

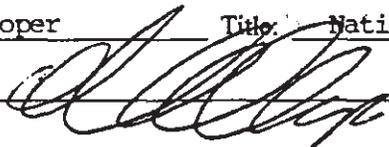
In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: National Auto Fleet Group Date: 11-14-11

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

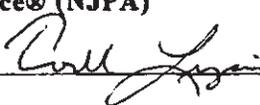
Contact Person: Clarke Cooper Title: National Fleet Manager

Authorized Signature (ink only):  Clarke Cooper
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

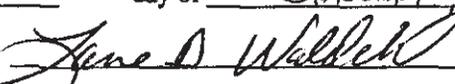
Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be Jan 17, 2012 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  Todd Lyscio
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 17th day of January 2012 Contract Number # 102811-NAF

NJPA Authorized signature:  Gene D. Wallick
(Name printed or typed)

Title: Board Clerk

Executed this 17th day of January 2012 Contract Number # 102811-NAF

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES

RFP Opening

October 28, 2011

8:00 AM Central TIME

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

RFP #102811

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, Specifications and details of this RFP are available beginning September 6, 2011 and continuing until October 4, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until October 27, 2011 at 4:30 p.m. Central Time at the above address and opened October 28, 2011 at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

*September 6, 2011 and
September 13, 2011*

October 4, 2011

October 7, 2011 AM Central

October 27, 2011 4:30 PM.

Central

October 28, 2011 8:00AM Central

- *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
- *Deadline for RFP requests*
- *Pre-Proposal Conference (webcast – conference call)*
- *Deadline for Submission of Proposals*
- *Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

- 1. INTRODUCTION**
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Propose a National Cooperative Procurement Contract
 - D. The Intent of this RFP
 - E. Scope of this RFP
 - F. Expectations for Products/Services being Proposed
 - G. Certification – Firm offer to contract
 - H. Pre-Proposal Conference
- 2. DEFINITIONS**
 - A. Proposer – Vendor
 - B. Contract
 - C. Time
 - D. Proposer’s Response
 - E. Currency
 - F. FOB
- 3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL**
 - A. Pre-Proposal Conference
 - B. Identification of key personnel
 - C. Proposer’s exceptions to terms and conditions
 - D. Formal instructions to Proposers
 - E. Questions and answers about this RFP
 - F. Modification or withdrawal of a submitted Proposal
 - G. Value added attributes, products/services
 - H. Certificate of Insurance
 - I. Order Process and/or Funds Flow
 - J. Administrative Fees
- 4. PRICING STRATEGIES**
 - A. Line-Item Pricing
 - B. Mass Produced Production Vehicles
 - C. All other Vehicles and accessories
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts
 - G. Sourced Goods
 - H. Cost Plus a Percentage of Cost
 - I. Total Cost of Acquisition
 - J. Requesting Product and Service additions/deletions
 - K. Requesting Pricing Changes
 - L. Pricing and Products Changes Format
 - M. Single Statement of Pricing – Historical Record of Pricing
 - N. Payment Terms
 - O. Sales Tax
 - P. Shipping and Shipping Program
 - Q. Normal Working Hours
- 5. MARKETING PLAN**
- 6. PROPOSAL OPENING PROCEDURE**
- 7. EVALUATION OF PROPOSALS**
 - A. Proposal evaluation process
 - B. Proposer Responsiveness
 - C. Proposal evaluation criteria
 - D. Cost Scoring Evaluation
 - E. Product Testing
 - F. Past performance information
 - G. Waiver of formalities
- 8. POST AWARD OPERATING ISSUES**
 - A. Subsequent Agreements
 - B. NJPA Member sign-up procedure
 - C. Reporting of sale activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
- 9. GENERAL TERMS AND CONDIITONS**
 - A. Advertisement of RFP
 - B. Advertising a Contract Resulting From this RFP
 - C. Applicable law
 - D. Assignment of Contract
 - E. Proposers List
 - F. Captions, Headings, and Illustrations
 - G. Confidential Information
 - H. Data Privacy
 - I. Entire Agreement
 - J. Force Majeure
 - K. Gratuities
 - L. Hazardous Substances
 - M. Legal Remedies
 - N. Licenses
 - O. Material Suppliers and Sub-Contractors
 - P. Non-Wavier of Rights
 - Q. Protests of Awards Made
 - R. Provisions Required by Law
 - S. Public Record
 - T. Right to Assurance
 - U. Suspension or Disbarment Status
 - V. Human Rights Certificate
 - W. Severability
 - X. Relationship of Parties
- 10. FORMS**
A,B,C,D,E,G,H,I
- 11. PRE-SUBMISSION CHECKLSIT**
- 12. ATTACHMENT 1 (I&M Price Sheet)**

RFP 081411

INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes states, cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.3.1 Subject to Approval of the Board: Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the web-page.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

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1.8 The collective purchasing power of thousands of NJPA Members nationwide offers the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or distributor Proposer demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states. All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11 NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer such as a dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.15 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of products/services and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members

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reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice.

1.18 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.19.1 Scope of Products/Services: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.19.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products/services proposed. Proposer's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the products/services and actions of any such Sub-Contractor.

E. SCOPE OF THIS RFP

1.20 Additional Definition for the scope of this solicitation.

1.20.1 In addition to **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**, this solicitation should be read to include:

1.20.1.1 OEM Production vehicles from the Manufacturer (OEM)

1.20.1.2 Alt Fuel Vehicles and Vehicles utilizing leading edge technologies.

1.20.1.3 Cab and Chassis Trucks

1.20.1.2 Dump Trucks, Service Bodies, Flat Beds.

1.20.1 NJPA reserves the right to limit the scope of this solicitation for market segments already being serviced by existing NJPA procurement contracts.

1.21 Solutions Based Invitation:

1.21.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the scope of this RFP.

1.20.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.21.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.21.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

1.21.3.2 Turn-Key Solutions: A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.20.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.21.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.22 Geographic Area to be Proposed: This RFP invites proposals to provide **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.23 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.24 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.25 Contract Term: A contract resulting from this RFP will become effective the date established in the "Offering and Award" (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members

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and the value of the awarded contract.

1.27 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.28 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific products/services proposals as a part of the award.

1.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

1.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/services, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the products/services they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.31.2 Technical Descriptions/Specifications. Bidder's must supply **sufficient** information to:

- Demonstrate the Bidder's knowledge of industry standards, and
- identify the products and services being bid, and
- differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA, unduly enlarges the bid response may reduce evaluation points awarded on Form G.

1.32 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

1.33 Commonly used Goods and Services: It is important that the products/services submitted are the products/services commonly used by public sector entities.

1.34 New Current Model Goods: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

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1.35 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.36 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.37 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 7, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.38 Proposer's Warrants: The Proposer warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.39 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.40 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.41 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

H. PRE-PROPOSAL CONFERENCE

1.42 A Pre-Proposal Conference (Webcast – Conference Call) will be held at the date and time identified on the title page for this proposal.

1.43 An invitation with access instructions will be sent via e-mail to all inquirer's the morning following the deadline for proposal inquiries (the day before the conference).

1.44 The purpose for the conference is to allow for questions from the Potential Bidders AND to allow for input from the Potential Bidders regarding perceived improvements to this RFP.

1. DEFINITIONS

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A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer’s response, and a fully executed “Acceptance and Award” pursuant to this RFP.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER’S RESPONSE

2.8 A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of goods purchased are transferred from Seller to Buyer. “FOB Destination” defines the transfer of responsibility for loss are transferred from Seller to Buyer at the Buyer’s designated delivery point.

2.11 FOB does not identify whom is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

2. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA

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to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 Format for bid response: All proposals must be physically delivered to NJPA® at the above address in the following format:

3.8.1 Hard copy Original signed, completed, and dated forms C,D, E, H, and I from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on A CD (Compact Disc) or flash drive containing completed Forms A,B,C,D,E,H, and I, and your statement of products and pricing together with all appropriate attachments

3.9 All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**", and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the

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authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing "**PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current Proposals" and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the

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signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal and must be tabbed under Tab 5.

3.24 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products/services they purchase. Please identify any “Green” characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream eProcurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

I. CERTIFICATE OF INSURANCE

3.29 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance

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policies described below at the Proposer's own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.30 Proposer is required to maintain the following insurance coverage's during the term of the NJPA Contract:

(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

3.32 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 102811 by number.

J. ORDER PROCESS AND/OR FUNDS FLOW

3.33 Please propose an order process and funds flow in Tab 6 for your proposal. Please choose from one of the following:

3.33.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.33.3 Other: Please fully identify.

K. ADMINISTRATIVE FEES

3.34 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.34.1 Calculated as a percentage of the dollar volume of all products/services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.34.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

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3.34.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

3.34.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.35 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the products/services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "~~Percentage Discount from Catalog Pricing,~~" or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

4.5 Government Price Assistance- It is understood that a component of the pricing to be offered to this solicitation is "Government Price Assistance" from the respective OEM manufacturers. Prices quoted on vehicles including "Government Price Assistance" are available only to NJPA Members qualifying for "Government Pricing Assistance".

4.5.1 For NJPA Members not qualifying for "Governmental Price Assistance" (Non-Profits for example) all other manufacturer rebates applicable at the time of delivery.

A. LINE-ITEM PRICING

4.6 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Proposers with a large number of products to propose may find this method cumbersome. In these situations, a ~~percentage discount~~ from catalog or category pricing model may make more sense.

4.7 Format: Line Item vehicle pricing for this RFP must be submitted using attached "Price Form P1". The intent here is to describe and price a "Base" vehicle in each of eight classes AND also offer, on an a la carte basis, options (both Manufacturer Options and Dealer Options) to customize each vehicle offered.

4.8 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Review Committee and members.

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4.9 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer's proposal.

4.10 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.11 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.12 Proposers are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts

B. MASS PRODUCED PRODUCTION VEHICLES

4.13 Original Equipment from the Manufacturer (OEM) mass production vehicles will be priced using the pricing sheets attached as "Attachment P" and executed according to the instructions contained on the first tab of that attachment.

C. ALL OTHER VEHICLES AND ACCESSORIES.

4.14 Please use the general descriptions for "Line Item Pricing". A format is not specified for these items beyond those provided in "Line Item Pricing". Please use a format which fully identifies and prices the goods and services being offered.

D. TAX AND OTHER CREDITS.

4.15 Tax and other credits accruing to the vehicle being purchased which are not applicable to an NJPA Member will accrue to the benefit of the Awarded Contractor.

E. HOT LIST PRICING

4.16 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a "Hot List" of products/services is optional. Products/services may be added or removed from the "Hot List" at any time provided that current "Hot List" prices are provided to NJPA at all times.

4.17 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.18 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

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E. CEILING PRICE

4.19 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.20 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS

4.21 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.22 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.23 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

G. SOURCED GOODS

4.24 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.25 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.25.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.25.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.25.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

H. COST PLUS A PERCENTAGE OF COST

4.26 Except as provided in "Sourced Goods" above, cost plus a percentage of cost as a primary pricing mechanism is not desirable.

I. TOTAL COST OF ACQUISITION

4.27 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer's Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the

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- products/services being proposed.
- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser's site.

4.28 The Total Cost of Acquisition is to be stated "As Proposed." As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

J. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.29 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.30 New products/services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those products/services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products/services generally include new updated models of products/services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.31 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.32 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.33 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.34 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.35 NJPA's intent here is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

K. REQUESTING PRICING CHANGES

4.36 Price Decreases: Requests for standard Contract price decrease adjustments (~~percentage discount increases~~) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

4.37 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/services/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new products/services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.37 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

L. PRICE AND PRODUCT CHANGES FORMAT

4.39 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.39.1 A cover letter:

- a. Please address the following subjects in your cover letter:
 - i. What product/service prices are changing?
 - ii. How much are the prices changing?
 - iii. Why are the prices changing?
 - iv. Any additions or deletions from the previous product list and the reason for the changes.
- b. The specifics of the product/services and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.
 - i. If appropriate, **for example**, state, "All paper products/services increased 5 % in price due to transportation costs."
 - ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.39.2 An excel spreadsheet identifying all products/services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

- a. Include all products/services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing.

M. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.40 Initially; and with each request for product addition, deletion, and pricing change; all

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products/services and services available, and the prices for those products/services and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.41 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.42 All products/services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.43 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

N. PAYMENT TERMS

4.44 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services.

4.45 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company

O. SALES TAX

4.46 Sales and other taxes and all applicable title transfer fees, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

P. SHIPPING AND SHIPPING PROGRAM

4.47 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

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- 4.48** Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”
- 4.49** Additional costs for expedited deliveries or additional goods or services required by the end-user will be at the expense to the NJPA Member/End User.
- 4.50** Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.
- 4.51** Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.
- 4.52** Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.
- 4.53** Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.
- 4.54** Unless specifically stated otherwise in the “Shipping Program” of a Proposer’s Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.
- 4.55** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
- 4.56** Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.
- 4.57** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.
- 4.58** Throughout the term of the Contract, Proposer agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged goods.
- 4.59** Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

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4.60 Prices quoted are for products/services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does your sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of

the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

5.4.2 Press releases and advertisements. Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at the following NJPA embraced trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products/services to current and potential NJPA Members. NJPA reserves the right to deem a proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment

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to establishing that membership.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and bid opening identified on page one of this RFP. The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify "**PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

7.6 The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.7 Proposer's Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.8 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 **The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.**

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed bid with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.
5. Response's conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
7. Information from references and past performance information including past member approval.
8. Demonstrates that they offer the most current industry standard products/services and/or services.
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates their products/services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products/services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products/services and warranty provisions with their associated units of costs.
16. Core List selection of products/services in Line-Item Pricing format
17. Hot List Pricing products/services in a Line-Item Pricing format (where applicable).
18. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or ~~Percentage Discount from published gov/ed price list or Catalog.~~

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

7.14 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.15 The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

7.18 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.19 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.

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16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 Proposer's Financial Statements- The Proposer's financial statements are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.24 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 Overall Evaluation (FORM G) - The NJPA Proposal Review Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products/services may be selected by the NJPA proposal Review Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 NJPA reserves the right to request and test products/services and/or services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under

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previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

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8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership

C. REPORTING OF SALE ACTIVITY

8.8 A report of the total gross dollar volume of all products/services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

D. AUDITS

8.9 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.10 Hub Partner: Where Applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.11 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.11.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction. and

8.11.2 To the extent that the he Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]".

F. TRADE-INS

8.12 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.13 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.14 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA.

8.15 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

Step 3: Issue letter to cancel Contract for cause.

8.16 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.17 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience,

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without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.18 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.19 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.20 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.21 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website of "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync,

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whatsoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. PROPOSERS LIST

9.11 NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.16 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

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M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Proposer/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

9.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered products/services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products/services and services provided by third party sourcing or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation.

R. PROVISIONS REQUIRED BY LAW

9.27 Proposer/Vendor agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not

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intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

- 1) Why did you respond to this RFP?
- 2) Provide a brief history of your company that includes its goals and philosophy.
- 3) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 4) How long has your company has been in the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**, industry?
- 5) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 6) For public companies, provide your most recent annual report to shareholders.
- 7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
- 8) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.
- 9) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Industry-Marketplace Successes

- 10) List and document recent industry awards and recognition.
- 11) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 12) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 13) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Proposer's ability to sell and service nationwide.

- 14) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or

RFP 081411

are they employees of a third party?

- 15) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
- 16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 17) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
- 18) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Marketing Plan

- 19) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
- 20) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 21) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
- 22) Describe your use of technology and the internet to provide marketing and product awareness.
- 23) Describe your perception of NJPA's role in marketing the partnership and your products/services.
- 24) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Value Added Attributes

- 25) Describe any training programs available as options for members.
- 26) Describe technological advances your proposal products/services offer.
- 27) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
- 29) Identify any other unique or custom value added attributes.
- 30) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
- 31) Identify your ability and willingness to service Canada specifically and internationally in general.
- 32) Describe any unique distribution method employed in your proposal.

Payment Terms and Financing Options

- 33) Identify your payment terms. (Net 30, etc.)
- 34) Identify any applicable leasing or other financing options as defined herein.
- 35) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Warranty

- 36) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 37) Do all warranties cover all material and labor?
- 38) Do warranties impose usage limit restrictions?
- 39) Do warranties cover the technicians travel time to perform warranty repairs?
- 40) Please list any other limitations or circumstances that would not be covered under your warranty.
- 41) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Other Cooperative Procurement Contracts Held

- 42) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.

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- 43) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
- 44) Identify any GSA Contracts held or utilized by the Proposer.
- 45) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Products/Services and Pricing

- 46) Provide a general narrative description of the products/services and services you are offering in your proposal.
- 47) Provide a general narrative description of your pricing model identifying how the model works (line item ~~and/or percentage discount~~).
- 48) Propose a strategy, process, and specific method of facilitating “Sourced Goods” solution as defined herein.
- 49) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
- 50) Provide a “CORE LIST” of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 51) Provide, if any, your volume rebate programs
- 52) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
- 53) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
 - _____ a. The same as typically offered to an individual municipality or school district.
 - _____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.(Your proposal will be considered “Non-Responsive” if this question is not answered.)
- 54) Do you offer quantity or volume discounts? ____ YES ____ NO Outline guidelines and program.
- 55) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
- 56) Identify the Proposer’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**Proposal Offering
And Acceptance and Award
RFP #102811**

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be _____, _____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____ Executive Director NJPA _____

Awarded this _____ day of _____ **Contract Number # 102811**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 102811**

PROPOSER ASSURANCE OF COMPLIANCE**Form E****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G. OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

For the Proposed Subject **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Characteristics	50	
Overall Evaluation Points	1100	0

Proposed

Reviewed by: _____ Its _____

_____ Its _____

FORM H**State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor’s Executive Order 08-01, vendors and subcontractors **MUST** certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

<p>1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and</p>	
<p>2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the <i>E-Verify</i> program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.</p>	
<p>I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.</p>	
Name of Company: _____	Date: _____
Authorized Signature: _____	Telephone Number: _____
Printed Name: _____	Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Pre-submission Checklist

- Have you read and understood the RFP?
- Have you attended the Pre-Bid Conference for this RFP?
- Have you completed the questionnaire (Form A) to the best of your ability?
- Have you submitted pricing for all of the goods and services you offer within the scope of this RFP?
- Have you submitted a “Sourced Goods Multiplier”?
- Have you packaged your bid submission identifying conspicuously “Competitive Bid Enclosed, Please hold for public opening XX-XX-XXX”.
- Have you sent your package in sufficient time for physical delivery at 200 1st ST NE Staples, MN 56479 will occur prior to the deadline for delivery?
- Have you submitted original completed and executed forms C,D,E,H, and I from this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A,B,C, D,E,H, and I in your proposal?

CORRECTED Addendum 083111

To that certain

RFP#112811

Issued by

The National Joint Powers Alliance®

For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.
- With respect to compliance with the general baseline specifications issued on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as compliant. In the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as "Non-Compliant" with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

Addendum 100511

To that certain
RFP#102811
Issued by

The National Joint Powers Alliance®

For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH
RELATED ACCESSORIES.

Please read this solicitation to include the following:

The deadline for RFP Requests for this solicitation will be changed from Tuesday October 4, 2011 to Tuesday October 11, 2011.

Gregg Meierhofer 10-5-11

CORRECTED Addendum 101411

To that certain

RFP#112811

Issued by

The National Joint Powers Alliance®

For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS
WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
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- With respect to compliance with the general baseline specifications issues on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as compliant. IN the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as "Non-Compliant" with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

CORRECTED Addendum 101811

To that certain

RFP#112811

Issued by

The National Joint Powers Alliance®

For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS
WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

QUESTION:

I will address the current situation for Government agency Members in the State of Washington alone, just to give you an idea of the complexity.

- Sales tax must be paid by (even State) Government agencies. In the case where the selling dealer is located in the state, the sales tax charged is applicable to that which is charged at the location of the selling dealer.
- Sales taxes vary by county (and, in some cases, by city...so it's actually by Zip Code!), and if the selling dealer is located outside the state, then the Member must pay the sales tax that is applicable at their site.
 - In the case of vehicles that are purchased but as yet not complete vehicles (such as, cab/chassis that must have a service body installed), the sales tax must include the completed vehicle. If a Member chooses to purchase the chassis from me, and have someone else complete the truck, sales tax cannot be determined/collected until the unit is complete.
 - In addition, the licensing cannot be completed until the completed unit is weighed, and a weight slip is included in the licensing app.
 - The only way a dealer might be able to take on these responsibilities would be to:
 - Add a fee to consider the cost of flooring these vehicles through this extra time the vehicle is "on their inventory books."
 - Add an additional fee for a business, such as RoadReady (www.roadreadyregs.com) to take care of all the complexities of this task, ensuring the dealer has not erred in the process of serving the Members. The cost of a service such as this is \$105/vehicle, and we will have to consider this cost in the rendering of our bid.
- Licensing is typically carried out by the Member for their vehicles.

I would hazard a guess that every state has different sales tax and licensing policies...although Washington is decidedly complex.

I would suggest to you that the Members would be best served to take the responsibility for taking care of the sales tax (where due), and the licensing as well. The alternative is for the supplier to require that the Member indicate the sales tax

that will be due to their purchase, as well as the cost of licensing, with the understanding that if the actual cost incurred has a variance, they will be charged (or reimbursed) for any difference.

ANSWER:

You can make your proposal any way you want it to be, however you need to disclose your exceptions to the "total cost of acquisition" costs which are not included in your proposed pricing. Sales tax and licensing are to be included in the total cost of acquisition.

Prior to working for NJPA I worked in banking. In our bank was a leasing department where we leased equipment in the underground directional boring industry nationwide. To accomplish this we purchased software which ensured our compliance with state and local sales taxes and helped us file sales tax returns in every state in the nation. My point is that there are solutions out there for this problem. If you want to play on a national scale, this may be something you want to look into investing in.

With regard to the titling issues, a motor vehicle, designed for use on a roadway, which cannot be legally operated on a roadway because it is not legally titled, is less valuable to NJPA Members than one that can. Our Members have not likely needed to be licensing experts in the past and do not likely desire to become an expert to utilize your contract. Therefore a proposal including titling will likely be superior to a proposal excluding titling from the Proposer's responsibilities.