Agreement: Cooperative Purchase Contracts: Fiscal Year 2025 Replacement Vehicles
[Published for 10-Day Review 06/14/2024]

File ID: 2024-01209

Location: Citywide

Recommendation: Accept and publish for review a Motion: 1) approving the use of cooperative purchase contracts from the State of California, the County of Alameda, and Sourcewell with various vendors for the purchase of sedans, vans, sport utility vehicles, and trucks in a total amount not to exceed $11,640,401 (as shown on the Cooperative Purchase Contracts Summary) 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; and 3) authorizing the City Manager or the City Manager's designee to execute all necessary documents to effectuate the purchases specified above, including but not limited to the execution of Additional Terms to each cooperative purchase contract as deemed necessary.

Contact: Bobbie Small, Program Specialist, (916) 808-6711, bsmall@cityofsacramento.org; Alison Kerstetter, Fleet Manager, (916) 808-1163, akerstetter@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:  
1 - Description/Analysis  
2 - Cooperative Purchase Contracts Summary  
3 - Contracts

Description/Analysis
Issue Detail: The Department of Public Works, Fleet Management Division, has an ongoing requirement to purchase vehicles to support mission critical operations performed by City departments. These vehicles are needed to replace vehicles that have reached the end of their useful life. Time is of the essence when replacing vehicles to prevent interruptions in service and avoid 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 the Cooperative Purchase Contracts Summary to purchase the needed
sedans, vans, sport utility vehicles, and trucks. In sum, staff is requesting that City Council vest the City Manager with the power to effectuate individual purchases under the identified cooperative contracts, on an as-needed basis, without having to seek City Council authorization on each individual purchase, as often, the types of purchases allowed under the cooperative contracts are extremely time sensitive.

**Policy Considerations:** The recommendations in this report are in accordance with Sacramento City Code Section 4.04.020 and Council Rules of Procedure, Chapter 7, Section E.2.d, which mandate that unless waived by a two-thirds vote of the City Council, all labor agreements, and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on June 14, 2024, in compliance with the City Code.

**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 is not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act guidelines.

**Sustainability:** The recommended purchases are consistent with the updated Fleet Sustainability Policy adopted by City Council on December 12, 2017 (Resolution No. 2017-0478).

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Each of the recommended cooperative purchase contracts 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 the Cooperative Purchase Agreements Summary 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 27 agreements shall not exceed $11,640,401.

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, protests, and administration of the contract.

The City has used both regional and national cooperative purchase contracts 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.

Staff is requesting that City Council vest the City Manager with the power to effectuate individual purchases under the identified cooperative contracts, on an as-needed basis, without having to seek City Council authorization on each individual purchase, as often, the types of purchases allowed under the cooperative contracts are extremely time sensitive.

**Financial Considerations:** Purchases under the recommended cooperative purchase contracts will be made from the Department of Public Works Fiscal Year (FY) 2024/2025 operating budget (Fleet Fund, Fund 6501) and charged to the using department’s Fleet Projects for replacement vehicles and equipment. After budget adoption, sufficient funding will be available in the Department’s FY2024/25 operating budget and customer department Fleet Projects to support the recommended purchases for FY2024/25.

Fleet Management compared the replacement vehicles and equipment to be purchased against available cooperative purchase contracts to determine the recommended spending authorization in the not-to-exceed amount of $11,640,401. The information provided in the Cooperative Purchase Contracts Summary is the best estimate of the replacement vehicles and equipment that can be purchased from these agreements. This recommended spending authorization includes a fifteen percent increase of $1,518,313 for contingency purposes and flexibility 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 augmented quantities due to 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.

Due to the forecasted structural budget gap, the City Manager has directed City departments to minimize costs and for all new contracts to receive an additional level of scrutiny to ensure they are necessary for the operation of the City. This contract has been reviewed and approved by the City Manager’s Office to advance to Council for approval. Funding for the proposed contract beyond FY2024/25 is subject to Council approval.

**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.
## Cooperative Purchase Contracts Summary

<table>
<thead>
<tr>
<th>Vehicle / Type</th>
<th>Qty</th>
<th>Amount</th>
<th>Coop. Agency</th>
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Quantities listed above are estimates, actuals may vary.
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 due to 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.
State of California

STATEWIDE CONTRACT

USER INSTRUCTIONS

MANDATORY

ISSUE AND EFFECTIVE DATE: 05/01/2022
CONTRACT NUMBER: 1-22-23-10 A through E
DESCRIPTION: Fleet Vehicles – Cars
CONTRACTOR(S): Lithia Nissan of Fresno (1-22-23-10A)
Ocean Honda (1-22-23-10B)
Freeway Toyota (1-22-23-10C)
Winner Chevrolet (1-22-23-10D)
US Fleet Source (1-22-23-10E)
CONTRACT TERM: 05/01/2022 through 04/30/2025
STATE CONTRACT ADMINISTRATOR: Eugene Shemereko
279-946-8028
Eugene.Shemereko@dgs.ca.gov

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


Cal eProcure link: www.caleprocure.ca.gov
All changes to most recent Supplement are in **bold red italic**. Additions are enclosed in asterisks; deletions are enclosed in brackets.

## SUMMARY OF CHANGES

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<thead>
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<th>Supplement Number</th>
<th>Description/Articles</th>
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All other terms and conditions remain the same.
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1. SCOPE

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

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

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State’s statewide contracts may contact DGS-PD’s Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department’s fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local
governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

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

3. DGS ADMINISTRATIVE FEES

A. State Departments

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

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

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

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).
6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

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

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

Price Increases

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

Quarterly Increases shall be processed on the following calendar days:

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

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

Multiple Award

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

Sales Tax

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

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer’s current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:
• Add trailer tow package
• Add Bluetooth
• Add parking sensors
• Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

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

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

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

**Tire Fee**

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

**Document Processing Charge**

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

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

**7. SPECIFICATIONS**

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

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

**8. CUSTOMER SERVICE**

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

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

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

<table>
<thead>
<tr>
<th>Dealer</th>
<th>Contract #</th>
<th>Contact</th>
<th>Phone</th>
<th>Email</th>
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<tbody>
<tr>
<td>Lithia Nissan of Fresno</td>
<td>1-22-23-10A</td>
<td>Pat Ireland</td>
<td>(559) 707-5735</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
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<td>Ocean Honda</td>
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<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
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<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
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<tr>
<td>Winner Chevrolet</td>
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<td>Jerry Powers</td>
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<td>US Fleet Source</td>
<td>1-22-23-10E</td>
<td>Lisa Molino</td>
<td>(626) 344-4285</td>
<td><a href="mailto:Info@usfleetsource.com">Info@usfleetsource.com</a></td>
</tr>
</tbody>
</table>

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

9. PRODUCT SUBSTITUTIONS

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

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: [https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (select Standard Forms).

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

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
Contract (Mandatory) 1-2-23-10 A-E
Contract User Instructions

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

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

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

B. Local Governmental Agencies

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

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

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

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:
### ORDER PLACEMENT INFORMATION

| Contract # | 1-22-23-10A | U.S. Mail: Lithia Nissan of Fresno  
5590 N Blackstone Ave  
Fresno, CA 93710  
Attn: Pat Ireland | Facsimile: (559) 961-4601 | Email: patireland1962@yahoo.com |
|------------|-------------|-------------------------------------------------|-----------------|-----------------------------|
| Contract # | 1-22-23-10B | U.S. Mail: Ocean Honda  
3801 Soquel Dr  
Soquel, CA 95073  
Attn: Pat Ireland | Facsimile: (559) 961-4601 | Email: patireland1962@yahoo.com |
| Contract # | 1-22-23-10C | U.S. Mail: Freeway Toyota  
1835 Glendale Avenue  
Hanford, CA 93230  
Attn: Pat Ireland | Facsimile: (559) 961-4601 | Email: patireland1962@yahoo.com |
| Contract # | 1-22-23-10D | U.S. Mail: Winner Chevrolet  
8575 Laguna Grove Drive  
Elk Grove, CA 95757  
Attn: Jerry Powers | Facsimile: (916) 421-0149 | Email: jpowers@lasherauto.com |
| Contract # | 1-22-23-10E | U.S. Mail: US Fleet Source  
979 S. Village Oaks Drive  
Covina, Ca 91724 | Facsimile: (626) 228-3077 | Email: info@usfleetsource.com |

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

### 13. ORDER ACCEPTANCE

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

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

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

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

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

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

15. DELAYED PRODUCTION REMEDY

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

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

16. DISCONTINUED VEHICLE REMEDY

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

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

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

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

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

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

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 Contractor is not acceptable unless agreed upon by the ordering agency.

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

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

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

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

Documents

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

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

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
Contract (Mandatory) 1-22-23-10 A-E
Contract User Instructions

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

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

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

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

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

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

21. SHIPPED ORDERS

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

22. CONTRACT ADMINISTRATION

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

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>DGS-PD Contract Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>(279) 946-8028</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(916) 375-4613</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Eugene.Shemereko@dgs.ca.gov">Eugene.Shemereko@dgs.ca.gov</a></td>
</tr>
<tr>
<td>Address:</td>
<td>DGS/Procurement Division</td>
</tr>
<tr>
<td></td>
<td>Attn: Eugene Shemereko</td>
</tr>
<tr>
<td></td>
<td>707 Third Street, 2nd Floor, MS 201</td>
</tr>
<tr>
<td></td>
<td>West Sacramento, CA 95605</td>
</tr>
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</table>

## Dealer Contact Information

<table>
<thead>
<tr>
<th>Dealer Contact Information</th>
<th>Lithia Nissan of Fresno</th>
<th>Ocean Honda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name:</td>
<td>Contract # 1-22-23-10A</td>
<td>Contract # 1-22-23-10B</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(559) 707-5735</td>
<td>(559) 707-5735</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(559) 961-4601</td>
<td>(559) 961-4601</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Lithia Nissan of Fresno</td>
<td>Ocean Honda</td>
</tr>
<tr>
<td></td>
<td>5590 N Blackstone Ave</td>
<td>3801 Soquel Dr</td>
</tr>
<tr>
<td></td>
<td>Fresno, CA 93710</td>
<td>Soquel, CA 95073</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dealer Contact Information</th>
<th>Freeway Toyota of Hanford</th>
<th>Winnder Chevrolet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name:</td>
<td>Contract # 1-18-23-10C</td>
<td>Contract # 1-18-23-10D</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(559) 707-5735</td>
<td>(916) 426-5752</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(559) 961-4601</td>
<td>(916) 421-0149</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Freeway Toyota</td>
<td>Winner Chevrolet</td>
</tr>
<tr>
<td></td>
<td>1835 Glendale Avenue</td>
<td>8575 Laguna Grove Drive</td>
</tr>
<tr>
<td></td>
<td>Hanford, CA 93230</td>
<td>Elk Grove, CA 95757</td>
</tr>
</tbody>
</table>
23. RESTOCKING FEES

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

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

24. INVOICING

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

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

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-10 A - D include a $500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-10E offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.
Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. **CAL-Card Use**

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

C. **Payee Data Record**

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

D. **State Financial Marketplace**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State’s procurement document will pay the Contractor on behalf of the State.

26. **CALIFORNIA SELLER’S PERMIT**

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Seller Permit #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lithia Nissan of Fresno</td>
<td>97163762</td>
</tr>
<tr>
<td>Ocean Honda</td>
<td>101-652579</td>
</tr>
<tr>
<td>Freeway Toyota of Hanford</td>
<td>102-659756</td>
</tr>
<tr>
<td>Winner Chevrolet</td>
<td>100-208309</td>
</tr>
<tr>
<td>US Fleet Source</td>
<td>103-097044</td>
</tr>
</tbody>
</table>

27. **WARRANTY**

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

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

The State’s established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer’s prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

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

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer’s standard warranty.

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

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory
expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

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

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

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

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

30. 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. SB/DVBE PARTICIPATION

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

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: website link TBD
33. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
# Fleet Vehicles - Cars

**Attachment A - Contract Pricing**

**Contract 1-22-23-10 (A-E)**

## Payment Terms

Terms: $500 discount per vehicle for payment within 20 days

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

<table>
<thead>
<tr>
<th>Contact Line Item # (CLIN)</th>
<th>Description</th>
<th>UNSPSC</th>
<th>Unit of Measure</th>
<th>Quantity in Unit of Measure</th>
<th>Make</th>
<th>Model</th>
<th>Vehicle Contract Unit Price</th>
<th>Maintenance Plan Contract Unit Price</th>
<th>Dealer</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compact Car, 4-Door, 4-Passenger, FUEL CELL Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Midsize Car, 4-Door, 4-Passenger, FUEL CELL Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
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<tr>
<td>3</td>
<td>Subcompact Hatchback, 5-Door, 4-Passenger, 120 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
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<td></td>
</tr>
<tr>
<td>4</td>
<td>Compact Hatchback, 3-Door, 4-Passenger, 110 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
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<tr>
<td>5</td>
<td>Midsize Car, 4-Door, 4-Passenger, 200 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
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<tr>
<td>6</td>
<td>Midsize Hatchback, 5-Door, 4-Passenger, 200 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7</td>
<td>Midsize Hatchback, 5-Door, 4-Passenger, 120 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NISSAN</td>
<td>LEAF PLUS</td>
<td>$25,065.00</td>
<td>$895.00</td>
<td>LITHIA NISSAN OF FRESNO</td>
<td>1-22-23-10A</td>
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<td>8</td>
<td>Midsize Hatchback, 5-Door, 4-Passenger, AWD, 200 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
<td>1</td>
<td>NISSAN</td>
<td>LEAF S</td>
<td>$21,540.00</td>
<td>$895.00</td>
<td>LITHIA NISSAN OF FRESNO</td>
<td>1-22-23-10A</td>
</tr>
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<td>9</td>
<td>Large Car, 4-Door, 4-Passenger, AWD, 200 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>NO BID</td>
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<tr>
<td>10</td>
<td>Large Car, 4-Door, 4-Passenger, 200 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>HYUNDAI</td>
<td>IONIQ 5 RE RWD</td>
<td>$44,627.00</td>
<td>$1,800.00</td>
<td>US FLEET SOURCE</td>
<td>1-22-23-10E</td>
</tr>
<tr>
<td>11</td>
<td>Large Car, 4-Door, 4-Passenger, AWD, 200 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
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<td>HYUNDAI</td>
<td>IONIQ 5 RE AWD</td>
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<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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<tr>
<td>12</td>
<td>Small Station Wagon, 5-Door, 4-Passenger, 200 Mile Range ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>BOLT</td>
<td>$29,160.00</td>
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<td>Each</td>
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<td>CHEVROLET</td>
<td>BOLT EUV</td>
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<td>$695.00</td>
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<tr>
<td>13</td>
<td>Compact Car, 4-Door, 4-Passenger, AWD Mile Range PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Compact Car, 4-Door, 4-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Midsize Hatchback, 5-Door, 4-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>TOYOTA</td>
<td>PRIUS PRIME</td>
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<td>$500.00</td>
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<tr>
<td>16</td>
<td>Small Station Wagon, 5-Door, 4-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>KIA</td>
<td>NIRO PHEV</td>
<td>$30,188.00</td>
<td>$963.00</td>
<td>US FLEET SOURCE</td>
<td>1-22-23-10E</td>
</tr>
<tr>
<td>17</td>
<td>Midsize Car, 4-Door, 4-Passenger, AWD Mile Range PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
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<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Midsize Car, 4-Door, 4-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Midsize Car, 4-Door, 4-Passenger, PLUG-IN HYBRID ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
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<td>Each</td>
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<td>CAMRY</td>
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<td>1-22-23-10C</td>
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<tr>
<td>21</td>
<td>Midsize Car, 4-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
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<td>Contact Line Item # (CLIN)</td>
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<td>Unit of Measure (UOM)</td>
<td>Quantity in Unit of Measure</td>
<td>Make</td>
<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
</tr>
<tr>
<td>--------------------------</td>
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</tr>
<tr>
<td>21</td>
<td>Midsize Car, 4-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>HYUNDAI</td>
<td>ELANTRA BLUE</td>
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<td>$1,800.00</td>
<td>US FLEET SOURCE</td>
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<tr>
<td>22</td>
<td>Midsize Hatchback, 5-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>1</td>
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<td>PRIUS</td>
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<td>1-22-23-10C</td>
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<td>22</td>
<td>Midsize Hatchback, 5-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>HONDA</td>
<td>INSIGHT</td>
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<tr>
<td>23</td>
<td>Large Car, 4-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>$895.00</td>
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<td>1-22-23-10C</td>
</tr>
<tr>
<td>23</td>
<td>Large Car, 4-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>HONDA</td>
<td>ACCORD</td>
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<td>$895.00</td>
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<td>1-22-23-10B</td>
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<tr>
<td>23</td>
<td>Large Car, 4-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>HYUNDAI</td>
<td>SONATA HYBRID BLUE</td>
<td>$26,588.00</td>
<td>$1,800.00</td>
<td>US FLEET SOURCE</td>
<td>1-22-23-10E</td>
</tr>
<tr>
<td>24</td>
<td>Small Station Wagon, 5-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>KIA</td>
<td>NIRO HYBRID</td>
<td>$25,647.00</td>
<td>$963.00</td>
<td>US FLEET SOURCE</td>
<td>1-22-23-10E</td>
</tr>
<tr>
<td>25</td>
<td>Midsize Station Wagon, 5-Door, 4-Passenger, HYBRID-ELECTRIC Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101503</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Large Car, 4-Door, 4-Passenger, E85 Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

The following items are applicable for options only. Not evaluated for award purposes.
State of California

STATEWIDE CONTRACT

USER INSTRUCTIONS

MANDATORY

*Supplement 4*
*(Incorporates Supplements 1 – 4)*

<table>
<thead>
<tr>
<th>ISSUE AND EFFECTIVE DATE:</th>
<th><em>5/2/2022</em></th>
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<tbody>
<tr>
<td>CONTRACT NUMBER:</td>
<td>1-20-23-10I</td>
</tr>
<tr>
<td>DESCRIPTION:</td>
<td>Fleet Vehicles – Cars</td>
</tr>
<tr>
<td>CONTRACTOR(S):</td>
<td>Tesla, Inc.</td>
</tr>
<tr>
<td>CONTRACT TERM:</td>
<td>9/25/2020 through 9/24/2022</td>
</tr>
<tr>
<td>STATE CONTRACT ADMINISTRATOR:</td>
<td>Eugene Shemereko</td>
</tr>
</tbody>
</table>

*279/946-8028*
Eugene.Shemereko@dgs.ca.gov

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

Non-IT General Provisions, rev 06/08/2010
(http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/dgspd 401.pdf)

Cal eProcure link: www.caleprocure.ca.gov
All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

## SUMMARY OF CHANGES

<table>
<thead>
<tr>
<th>Supplement Number</th>
<th>Description/Articles</th>
<th>Supplement Date</th>
</tr>
</thead>
</table>
| *4*               | *Subject contract for Fleet Vehicles – Cars – 1-20-23-10I is hereby modified to reflect the following changes:  
➢ Attachment A – Contract Pricing Supplement 3 has been replaced with Attachment A – Contract Pricing Supplement 4  
➢ Contract Administrator phone number updated on cover page and article 22*                                                                                                                                                    | *5/2/2022*      |
| 3                 | Subject contract for Fleet Vehicles – Cars – 1-20-23-10I is hereby modified to reflect the following changes:  
➢ Attachment A – Contract Pricing Supplement 1 has been replaced with Attachment A – Contract Pricing Supplement 3                                                                                                          | 2/4/2022        |
| 2                 | *Subject contract for Fleet Vehicles – Cars – 1-20-23-10I is hereby modified to reflect the following changes:  
➢ Contract is hereby extended an additional year, to 9/24/2022.                                                                                                                                                               | 5/10/2021       |
| 1                 | Subject contract for Fleet Vehicles – Cars – 1-20-23-10I is hereby modified to reflect the following changes:  
➢ Attachment A – Contract Pricing: Model 3 Standard Range RWD - 220-mile range has been replaced with Model 3 Standard Range Plus RWD – 263-mile range. Line item price has increased. | 03/25/2021      |
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Contract (Mandatory) 1-20-23-101
Contract User Instructions, Supplement 4
1. **SCOPE**

The State’s contract with Tesla, Inc. provides a current model year Model 3 at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-20-23-10I. The contractor will be the primary point of contact for data collection, reporting, and distribution of the Tesla Model 3 to the State.

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

2. **CONTRACT USAGE/RULES**

   A. **State Departments**

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

      - Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.

      - Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State’s statewide contracts may contact DGS-PD’s Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.

      - Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department’s fiscal office to obtain this information.

   B. **Local Governmental Agencies**

      - Local governmental agency use of this contract is optional.

      - Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local
governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

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

3. DGS ADMINISTRATIVE FEES

A. State Departments

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

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

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

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).
6. CONTRACT ITEMS

Contract pricing for the Tesla Model 3 is listed on Attachment A, Contract Pricing on the second tab titled Cars 1-20-23-10I Tesla Model 3. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Attachment D, Vehicle Specifications, provides detailed information for the vehicle on contract by dealer.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis. Quarterly Increases shall be processed on the following calendar days:

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

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

Multiple Award

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

Sales Tax

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

Options

All factory options shall be available and priced at dealer cost plus up to 10 percent for an addition or dealer cost minus up to 10 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.

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

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

**Tire Fee**

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

**Document Processing Charge**

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

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

7. **SPECIFICATIONS**

All products must conform to the attached State of California Bid Specification Number 2310-5371BS dated 8/26/2020 (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.

<table>
<thead>
<tr>
<th>Dealer</th>
<th>Contact</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tesla, Inc.</td>
<td>Sloan Cinelli</td>
<td>(650) 440-1115</td>
<td><a href="mailto:scinelli@tesla.com">scinelli@tesla.com</a></td>
</tr>
</tbody>
</table>

**Note:** Ordering agencies are encouraged to have one (1) point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

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

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: [https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (select Standard Forms).

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

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

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) **Blanket Orders**

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

**B. Local Governmental Agencies**

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

**11. MINIMUM ORDER**

The minimum order shall be one (1) vehicle.

**12. ORDERING PROCEDURE**

**A. Ordering Methods:**

Ordering agencies are to submit appropriate purchase documents directly to the contractor via any of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

<table>
<thead>
<tr>
<th>ORDER PLACEMENT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Mail: 45500 Fremont Blvd, Fremont CA, 94538</td>
</tr>
<tr>
<td>Facsimile: (510) 249-2410</td>
</tr>
<tr>
<td>Email: <a href="mailto:scinelli@tesla.com">scinelli@tesla.com</a> <a href="mailto:NAEEnterpriseSales@tesla.com">NAEEnterpriseSales@tesla.com</a></td>
</tr>
</tbody>
</table>

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
14. ORDER ACKNOWLEDGMENT

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

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

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

15. DELAYED PRODUCTION REMEDY

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

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

16. DISCONTINUED VEHICLE REMEDY

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

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

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

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 (1) 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 fifty (50) miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

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

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

**Documents**

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

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

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

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

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

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

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

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

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

21. SHIPPED ORDERS

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

22. CONTRACT ADMINISTRATION

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

<table>
<thead>
<tr>
<th>State Contact Information</th>
<th>DGS-PD Contract Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Eugene Shemereko</td>
</tr>
<tr>
<td>Telephone</td>
<td><em>(279) 946-8028</em></td>
</tr>
<tr>
<td>Facsimile</td>
<td>(916) 375-4613</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Eugene.Shemereko@dgs.ca.gov">Eugene.Shemereko@dgs.ca.gov</a></td>
</tr>
<tr>
<td>Address:</td>
<td>DGS/Procurement Division</td>
</tr>
<tr>
<td></td>
<td>Attn: Eugene Shemereko</td>
</tr>
<tr>
<td></td>
<td>707 Third Street, 2nd Floor, MS 201</td>
</tr>
<tr>
<td></td>
<td>West Sacramento, CA 95605</td>
</tr>
</tbody>
</table>

Contractor Information: Tesla, Inc.

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Sloan Cinelli</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>(650) 440-1115</td>
</tr>
<tr>
<td>Facsimile</td>
<td>(510) 249-2410</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:scinelli@tesla.com">scinelli@tesla.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>45500 Fremont Blvd</td>
</tr>
<tr>
<td></td>
<td>Fremont, CA 94538</td>
</tr>
</tbody>
</table>

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 10 percent 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)
25. PAYMENT

A. Terms

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

B. CAL-Card Use

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

C. Payee Data Record

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

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State’s procurement document will pay the supplier on behalf of the State.

26. CALIFORNIA SELLER’S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.
27. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. RECYCLED CONTENT

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

30. SB/DVBE PARTICIPATION

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

31. ATTACHMENTS

Attachment A – Contract Pricing *Supplement 4*
Attachment B – Specification 2310-5371BS, revised 8/26/2020
Attachment C – Postconsumer-Content Certification Form
Attachment D – Vehicle Specifications
## Fleet Vehicles - Cars - *Supplement 4 dated 5/2/22*

### Attachment A - Contract Pricing

**Contract 1-20-23-10I**

<table>
<thead>
<tr>
<th>Contact Line Item # (CLIN)</th>
<th>Description</th>
<th>Make</th>
<th>Model</th>
<th>Vehicle Contract Unit Price</th>
<th>Dealer</th>
<th>Contract Number</th>
<th>Technical Questionnaire</th>
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<tbody>
<tr>
<td>1</td>
<td>Midsize Car, 200-mile Range ELECTRIC Vehicle in accordance with specification 2310</td>
<td>Tesla</td>
<td>Model 3 Standard Range Plus RWD</td>
<td><em>$48,535.00</em></td>
<td>Tesla, Inc.</td>
<td>1-20-23-10I</td>
<td>See attachment D</td>
</tr>
</tbody>
</table>

The following items are applicable for options only. Not evaluated for award purposes.

**Contact:**

Tesla Inc. - (650) 440-1115
State of California

STATEWIDE CONTRACT

USER INSTRUCTIONS

MANDATORY

**ISSUE AND EFFECTIVE DATE:** 05/01/2022
**CONTRACT NUMBER:** 1-22-23-23 A through I
**DESCRIPTION:** Fleet Vehicles – Vans & SUVs
**CONTRACTOR(S):** Lithia Nissan of Fresno (1-22-23-23A)
Ocean Honda (1-22-23-23B)
Freeway Toyota (1-22-23-23C)
Winner Chevrolet (1-22-23-23D)
Elk Grove Auto (1-22-23-23E)
Downtown Ford (1-22-23-23F)
Watsonville Fleet Group (1-22-23-23G)
US Fleet Source (1-22-23-23H)
CA Car Group (1-22-23-23I)

**CONTRACT TERM:** 05/01/2022 through 04/30/2025

**STATE CONTRACT ADMINISTRATOR:** **Contracts 1-22-23-23A-H**
Eugene Shemereko
279-946-8028
Eugene.Shemereko@dgs.ca.gov

**Contract 1-22-23-23I**
Robb Parkison
279-946-8302
Robb.Parkison@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:


Cal eProcure link: www.caleprocure.ca.gov
All changes to most recent Supplement are in **bold red italic**. Additions are enclosed in asterisks; deletions are enclosed in brackets.

**SUMMARY OF CHANGES**

<table>
<thead>
<tr>
<th>Supplement Number</th>
<th>Description/Articles</th>
<th>Supplement Date</th>
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<tbody>
<tr>
<td>N/A</td>
<td>Original Contract Posted</td>
<td>05/01/2022</td>
</tr>
</tbody>
</table>

All other terms and conditions remain the same.
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32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING* .......ERROR! BOOKMARK NOT DEFINED.
33. ATTACHMENTS..................................................ERROR! BOOKMARK NOT DEFINED.
1. **SCOPE**

The State’s contracts provide Fleet Vehicles - Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-23 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 - Vans & SUVs to the State.

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

2. **CONTRACT USAGE/RULES**

A. **State Departments**

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State’s statewide contracts may contact DGS-PD’s Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department’s fiscal office to obtain this information.

B. **Local Governmental Agencies**

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local
governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

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

3. DGS ADMINISTRATIVE FEES

A. State Departments

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

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

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

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).
6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

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

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

Price Increases

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

Quarterly Increases shall be processed on the following calendar days:

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

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

Multiple Award

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

Sales Tax

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

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer’s current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:
• Add trailer tow package
• Add Bluetooth
• Add parking sensors
• Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

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

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

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

Tire Fee

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

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

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

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

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

8. CUSTOMER SERVICE

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

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

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

<table>
<thead>
<tr>
<th>Dealer</th>
<th>Contract #</th>
<th>Contact</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lithia Nissan of Fresno</td>
<td>1-22-23-23A</td>
<td>Pat Ireland</td>
<td>(559) 707-5735</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Ocean Honda</td>
<td>1-22-23-23B</td>
<td>Pat Ireland</td>
<td>(559) 707-5735</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Freeway Toyota of Hanford</td>
<td>1-22-23-23C</td>
<td>Pat Ireland</td>
<td>(559) 707-5735</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Winner Chevrolet</td>
<td>1-22-23-23D</td>
<td>Jerry Powers</td>
<td>(916) 426-5752</td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
<tr>
<td>Elk Grove Auto</td>
<td>1-22-23-23E</td>
<td>Jerry Powers</td>
<td>(916) 426-5752</td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
<tr>
<td>Downtown Ford Sales</td>
<td>1-22-23-23F</td>
<td>Sandra Scott</td>
<td>(916) 442-9631</td>
<td><a href="mailto:Sandra.Scott@dtfords.com">Sandra.Scott@dtfords.com</a></td>
</tr>
<tr>
<td>Watsonville Fleet Group</td>
<td>1-22-23-23G</td>
<td>Yesenia Covarrubias</td>
<td>(626) 457-5590</td>
<td><a href="mailto:yesenia@watsonvillefleetgroup.com">yesenia@watsonvillefleetgroup.com</a></td>
</tr>
<tr>
<td>US Fleet Source</td>
<td>1-22-23-23H</td>
<td>Lisa Molino</td>
<td>(626) 344-4285</td>
<td><a href="mailto:Info@usfleetsource.com">Info@usfleetsource.com</a></td>
</tr>
<tr>
<td>CA Car Group</td>
<td>1-22-23-23I</td>
<td>Richard M. Slad</td>
<td>(925) 560-4465</td>
<td><a href="mailto:RichardMS@cacargroup.com">RichardMS@cacargroup.com</a></td>
</tr>
</tbody>
</table>

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

9. PRODUCT SUBSTITUTIONS

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

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents
State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

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

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

2) **FI$CAL Purchase Documents**

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) **Blanket Orders**

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

**B. Local Governmental Agencies**

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

**11. MINIMUM ORDER**

The minimum order shall be one (1) vehicle.

**12. ORDERING PROCEDURE**

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

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

<table>
<thead>
<tr>
<th>ORDER PLACEMENT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract # 1-22-23-23A</td>
</tr>
<tr>
<td>Contract # 1-22-23-23B</td>
</tr>
<tr>
<td>Contract # 1-22-23-23C</td>
</tr>
<tr>
<td>Contract # 1-22-23-23D</td>
</tr>
<tr>
<td>Contract # 1-22-23-23E</td>
</tr>
<tr>
<td>Contract # 1-22-23-23F</td>
</tr>
<tr>
<td>Facsimile: (559) 961-4601</td>
</tr>
<tr>
<td>Email: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:Sandra.Scott@dtfords.com">Sandra.Scott@dtfords.com</a></td>
</tr>
</tbody>
</table>
### ORDER PLACEMENT INFORMATION

<table>
<thead>
<tr>
<th>Contract #</th>
<th>U.S. Mail:</th>
<th>Facsimile:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-22-23-23G</td>
<td>Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias</td>
<td>(626) 457-5593</td>
<td><a href="mailto:yesenia@watsonvillefleetgroup.com">yesenia@watsonvillefleetgroup.com</a></td>
</tr>
<tr>
<td>1-22-23-23H</td>
<td>US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724</td>
<td>(626) 228-3077</td>
<td><a href="mailto:info@usfleetsource.com">info@usfleetsource.com</a></td>
</tr>
<tr>
<td>1-22-23-23I</td>
<td>CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade</td>
<td>N/A</td>
<td><a href="mailto:RichardMS@cacargroup.com">RichardMS@cacargroup.com</a></td>
</tr>
</tbody>
</table>

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

### 13. ORDER ACCEPTANCE

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

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

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

### 14. ORDER ACKNOWLEDGMENT

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

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

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

15. DELAYED PRODUCTION REMEDY

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

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

16. DISCONTINUED VEHICLE REMEDY

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

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

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

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

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

Delivery:

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

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 Contractor is not acceptable unless agreed upon by the ordering agency.
Contract (Mandatory) 1-22-23-23 A-I
Contract User Instructions

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

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

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

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

Documents

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

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

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

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

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

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

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

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

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

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

21. SHIPPED ORDERS

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

22. CONTRACT ADMINISTRATION

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Eugene Shemereko</td>
<td>Robb Parkison</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(279) 946-8028</td>
<td>(279) 946-8302</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(916) 375-4613</td>
<td>(916) 375-4613</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Eugene.Shemereko@dgs.ca.gov">Eugene.Shemereko@dgs.ca.gov</a></td>
<td><a href="mailto:Robb.Parkison@dgs.ca.gov">Robb.Parkison@dgs.ca.gov</a></td>
</tr>
<tr>
<td>Address:</td>
<td>DGS/Procurement Division Attn: Eugene Shemereko</td>
<td>DGS/Procurement Division Attn: Robb Parkison</td>
</tr>
<tr>
<td></td>
<td>707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605</td>
<td>707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605</td>
</tr>
<tr>
<td>Dealer Contact Information</td>
<td>Lithia Nissan of Fresno</td>
<td>Ocean Honda</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Contract Name:</td>
<td>Pat Ireland</td>
<td>Pat Ireland</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(559) 707-5735</td>
<td>(559) 707-5735</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(559) 961-4601</td>
<td>(559) 961-4601</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Lithia Nissan of Fresno</td>
<td>Ocean Honda</td>
</tr>
<tr>
<td></td>
<td>5590 N Blackstone Ave</td>
<td>3801 Soquel Dr</td>
</tr>
<tr>
<td></td>
<td>Fresno, CA 93710</td>
<td>Soquel, CA 95073</td>
</tr>
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<table>
<thead>
<tr>
<th>Dealer Contact Information</th>
<th>Freeway Toyota of Hanford</th>
<th>Winner Chevrolet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name:</td>
<td>Pat Ireland</td>
<td>Jerry Powers</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(559) 707-5735</td>
<td>(916) 426-5752</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(559) 961-4601</td>
<td>(916) 421-0149</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Freeway Toyota</td>
<td>Winner Chevrolet</td>
</tr>
<tr>
<td></td>
<td>1835 Glendale Avenue</td>
<td>8575 Laguna Grove Drive</td>
</tr>
<tr>
<td></td>
<td>Hanford, CA 93230</td>
<td>Elk Grove, CA 95757</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dealer Contact Information</th>
<th>Elk Grove Auto Group</th>
<th>Downtown Ford Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name:</td>
<td>Jerry Powers</td>
<td>Sandra Scott</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(916) 426-5752</td>
<td>(916) 442-9631</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(916) 421-0149</td>
<td>(916) 491-3138</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
<td><a href="mailto:Sandra.Scott@dtfords.com">Sandra.Scott@dtfords.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Elk Grove Auto Group</td>
<td>Downtown Ford Sales</td>
</tr>
<tr>
<td></td>
<td>8575 Laguna Grove Dr</td>
<td>525 N 16th St</td>
</tr>
<tr>
<td></td>
<td>Elk Grove, CA 95757</td>
<td>Sacramento, CA 95811</td>
</tr>
</tbody>
</table>
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.

INVOICING

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

- Contractor’s name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
Contract (Mandatory) 1-22-23-23 A-I

Contract User Instructions

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

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-10 A - D include a $500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-10E offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

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

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

B. CAL-Card Use

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

C. Payee Data Record

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

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State’s procurement document will pay the Contractor on behalf of the State.
26. CALIFORNIA SELLER’S PERMIT

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

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Seller Permit #</th>
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</thead>
<tbody>
<tr>
<td>Lithia Nissan of Fresno</td>
<td>97163762</td>
</tr>
<tr>
<td>Ocean Honda</td>
<td>101-652579</td>
</tr>
<tr>
<td>Freeway Toyota</td>
<td>102-659756</td>
</tr>
<tr>
<td>Winner Chevrolet</td>
<td>100-208309</td>
</tr>
<tr>
<td>Elk Grove Auto Group</td>
<td>100-197237</td>
</tr>
<tr>
<td>Downtown Ford Sales</td>
<td>28600344</td>
</tr>
<tr>
<td>Watsonville Fleet Group</td>
<td>245364864</td>
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<tr>
<td></td>
<td>101-135239</td>
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<td>US Fleet Source</td>
<td>103-097044</td>
</tr>
<tr>
<td>CA Car Group</td>
<td>100-214737</td>
</tr>
</tbody>
</table>

27. WARRANTY

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

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

The State’s established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer’s prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.
Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

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

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections
The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

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

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

30. 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. SB/DVBE PARTICIPATION

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

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

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

33. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
## Fleet Vehicles - Vans & SUVs

**Attachment A - Contract Pricing**

**Contract 1-22-23-23 (A-I)**

### Payment Terms for Contracts 1-22-23-23A-G (Excludes Contracts H & I)

$500 discount per vehicle for payment within 20 days

<table>
<thead>
<tr>
<th>Contact Line Item # (CLIN)</th>
<th>Description</th>
<th>UNSPSC</th>
<th>Unit of Measure (UOM)</th>
<th>Quantity In Unit of Measure</th>
<th>Make</th>
<th>Model</th>
<th>Vehicle Contract Unit Price</th>
<th>Maintenance Plan Contract Unit Price</th>
<th>Dealer</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>SUBARU</td>
<td>OUTBACK</td>
<td>$30,140.00</td>
<td>$1,145.00</td>
<td>ELK GROVE AUTO</td>
<td>1-22-23-23E</td>
</tr>
<tr>
<td>2</td>
<td>Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>SUBARU</td>
<td>FORESTER</td>
<td>$28,810.00</td>
<td>$1,145.00</td>
<td>ELK GROVE AUTO</td>
<td>1-22-23-23E</td>
</tr>
<tr>
<td>3</td>
<td>Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>JEEP</td>
<td>COMPASS</td>
<td>$29,670.00</td>
<td>$1,095.00</td>
<td>ELK GROVE AUTO</td>
<td>1-22-23-23E</td>
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<tr>
<td>4</td>
<td>Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>VW</td>
<td>TIGUAN</td>
<td>$31,100.00</td>
<td>$1,325.00</td>
<td>ELK GROVE AUTO</td>
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</tr>
<tr>
<td>5</td>
<td>Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>NISSAN</td>
<td>ROGUE</td>
<td>$23,994.00</td>
<td>$895.00</td>
<td>LITHIA NISSAN OF FRESNO</td>
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</tr>
<tr>
<td>6</td>
<td>Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>HYUNDAI</td>
<td>TUCSON</td>
<td>$26,427.00</td>
<td>$1,800.00</td>
<td>US FLEET SOURCE</td>
<td>1-22-23-23H</td>
</tr>
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<td>7</td>
<td>Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<tr>
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<td>Sport Utility, 5-Passenger, PLUG-IN HYBRID ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>21</td>
<td>Sport Utility, 4x4 Off-Road, 4-Passenger, 260 HP, 105 in. of Ground Clearance, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>WRANGLER SPORT</td>
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<td>WRANGLER</td>
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<td>BRONCO</td>
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<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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<td></td>
<td>DOWNTOWN FORD</td>
<td>1-22-23-F</td>
</tr>
<tr>
<td>31</td>
<td>Van, 15-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>EXPRESS</td>
<td>$29,860.00</td>
<td></td>
<td>WINNER CHEVROLET</td>
<td>1-22-23-D</td>
</tr>
<tr>
<td>32</td>
<td>Van, 15-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT XL</td>
<td>$33,310.00</td>
<td></td>
<td>DOWNTOWN FORD</td>
<td>1-22-23-F</td>
</tr>
<tr>
<td>33</td>
<td>Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT CONNECT</td>
<td>$24,600.00</td>
<td>$499.00</td>
<td>DOWNTOWN FORD</td>
<td>1-22-23-F</td>
</tr>
<tr>
<td>34</td>
<td>Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>EXPRESS</td>
<td>$23,660.00</td>
<td></td>
<td>WINNER CHEVROLET</td>
<td>1-22-23-D</td>
</tr>
<tr>
<td>35</td>
<td>Cargo Van, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>EXPRESS</td>
<td>$27,470.00</td>
<td></td>
<td>WINNER CHEVROLET</td>
<td>1-22-23-D</td>
</tr>
<tr>
<td>36</td>
<td>Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>PROMASTER</td>
<td>$40,040.00</td>
<td></td>
<td>ELK GROVE AUTO</td>
<td>1-22-23-E</td>
</tr>
<tr>
<td>37</td>
<td>Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT T-250</td>
<td>$37,752.00</td>
<td></td>
<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-G</td>
</tr>
<tr>
<td>38</td>
<td>Cargo Van, High Ceiling, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Line Item # (CLIN)</td>
<td>Description</td>
<td>UNSPSC</td>
<td>Unit of Measure (UOM)</td>
<td>Quantity in Unit of Measure</td>
<td>Make</td>
<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
<td>-----------------------</td>
<td>----------------------------</td>
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<td>----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>37</td>
<td>Cargo Van, High Ceiling, 8500        GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Cargo Van, 150 in. WB, 120 Mile Range ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT T-350 XL</td>
<td>$44,995.00</td>
<td></td>
<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-23G</td>
</tr>
<tr>
<td>39</td>
<td>Cargo Van, 140 in. WB, 110 Mile Range ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT T-350 XL</td>
<td>$46,172.00</td>
<td></td>
<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-23G</td>
</tr>
<tr>
<td>40</td>
<td>Cargo Van, High Ceiling, 140 in. WB, 100 Mile Range, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT T-350 XL</td>
<td>$46,172.00</td>
<td></td>
<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-23G</td>
</tr>
<tr>
<td>41</td>
<td>Cargo Van, Chassis Cab, 178 in. WB, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT T-350 XL</td>
<td>$49,221.00</td>
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<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-23G</td>
</tr>
<tr>
<td>42</td>
<td>Cargo Van, Cutaway, 178 in. WB, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT T-350 XL</td>
<td>$41,728.00</td>
<td></td>
<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-23G</td>
</tr>
<tr>
<td>43</td>
<td>Cargo Van, High Ceiling, 140 in. WB, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>TRANSIT T-350 XL</td>
<td>$41,212.00</td>
<td></td>
<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-23G</td>
</tr>
</tbody>
</table>

The following items are applicable for options only.
STATEWIDE CONTRACT

USER INSTRUCTIONS

MANDATORY

ISSUE AND EFFECTIVE DATE: 05/01/2022

CONTRACT NUMBER: 1-22-23-20 A through K

DESCRIPTION: Fleet Vehicles – Trucks

CONTRACTOR(S):
Lithia Nissan of Fresno (1-22-23-20A)
Ocean Honda (1-22-23-20B)
Freeway Toyota (1-22-23-20C)
Winner Chevrolet (1-22-23-20D)
Elk Grove Auto (1-22-23-20E)
Downtown Ford Sales (1-22-23-20F)
Watsonville Fleet Group (1-22-23-20G)
CA Car Group (1-22-23-20H)
Riverview International (1-22-23-20I)
Sacramento Truck Center (1-22-23-20J)
Bonander Truck & Trailer (1-22-23-20K)

CONTRACT TERM: 05/01/2022 through 04/30/2025

STATE CONTRACT ADMINISTRATOR:

Contracts 1-22-23-20A-G, I, & J
Eugene Shemereko
279-946-8028
Eugene.Shemereko@dgs.ca.gov

Contracts 1-22-23-20H & K
Robb Parkison
279-946-8302
Robb.Parkison@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:


Cal eProcure link: www.caleprocure.ca.gov
Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions

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

<table>
<thead>
<tr>
<th>Supplement Number</th>
<th>Description/Articles</th>
<th>Supplement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Original Contract Posted</td>
<td>05/01/2022</td>
</tr>
</tbody>
</table>

All other terms and conditions remain the same.
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SCOPE

The State’s contracts provide Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-20 A - K. 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 three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State’s statewide contracts may contact DGS-PD’s Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department’s fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local
governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

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

3. DGS ADMINISTRATIVE FEES

A. State Departments

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

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

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

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).
6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

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

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

Price Increases

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

Quarterly Increases shall be processed on the following calendar days:

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

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

Multiple Award

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

Sales Tax

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

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer’s current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:
• Add trailer tow package
• Add Bluetooth
• Add parking sensors
• Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

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

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

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

Tire Fee

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

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

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

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

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

8. CUSTOMER SERVICE

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

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

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

<table>
<thead>
<tr>
<th>Dealer</th>
<th>Contract #</th>
<th>Contact</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lithia Nissan of Fresno</td>
<td>1-22-23-20A</td>
<td>Pat Ireland</td>
<td>(559) 707-5735</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Ocean Honda</td>
<td>1-22-23-20B</td>
<td>Pat Ireland</td>
<td>(559) 707-5735</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Freeway Toyota</td>
<td>1-22-23-20C</td>
<td>Pat Ireland</td>
<td>(559) 707-5735</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Winner Chevrolet</td>
<td>1-22-23-20D</td>
<td>Jerry Powers</td>
<td>(916) 426-5752</td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
<tr>
<td>Elk Grove Auto</td>
<td>1-22-23-20E</td>
<td>Jerry Powers</td>
<td>(916) 426-5752</td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
<tr>
<td>Downtown Ford</td>
<td>1-22-23-20F</td>
<td>Sandra Scott</td>
<td>(916) 442-9631</td>
<td><a href="mailto:Sandra.Scott@dtfords.com">Sandra.Scott@dtfords.com</a></td>
</tr>
<tr>
<td>Watsonville Fleet Group</td>
<td>1-22-23-20G</td>
<td>Yesenia Covarrubias</td>
<td>(626) 457-5590</td>
<td><a href="mailto:yesenia@watsonvillefleetgroup.com">yesenia@watsonvillefleetgroup.com</a></td>
</tr>
<tr>
<td>CA Car Group</td>
<td>1-22-23-20H</td>
<td>Richard M. Slad</td>
<td>(925) 560-4465</td>
<td><a href="mailto:RichardMS@cacargroup.com">RichardMS@cacargroup.com</a></td>
</tr>
<tr>
<td>Riverview International Trucks</td>
<td>1-22-23-20H</td>
<td>Jason Farrell</td>
<td>(916) 371-3110</td>
<td><a href="mailto:jasonf@riverview-trucks.com">jasonf@riverview-trucks.com</a></td>
</tr>
<tr>
<td>Sacramento Truck Center</td>
<td>1-22-23-20H</td>
<td>Dean Needham</td>
<td>(916) 286-2013</td>
<td><a href="mailto:dneedham@sacramentotruck.com">dneedham@sacramentotruck.com</a></td>
</tr>
<tr>
<td>Bonander Truck &amp; Trailer</td>
<td>1-22-23-20H</td>
<td>Steve Mannion</td>
<td>(916) 747-6151</td>
<td><a href="mailto:Cme4GMC@hotmail.com">Cme4GMC@hotmail.com</a></td>
</tr>
</tbody>
</table>

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

**9. PRODUCT SUBSTITUTIONS**

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).
10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

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

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

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

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

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).
11. MINIMUM ORDER
The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE
A. Ordering Methods:

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

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Ordering Information</th>
<th>Facsimile</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-22-23-20A</td>
<td>U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Pat Ireland</td>
<td>(559) 961-4601</td>
<td><a href="mailto:paticreland1962@yahoo.com">paticreland1962@yahoo.com</a></td>
</tr>
<tr>
<td>1-22-23-20B</td>
<td>U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland</td>
<td>(559) 961-4601</td>
<td><a href="mailto:paticreland1962@yahoo.com">paticreland1962@yahoo.com</a></td>
</tr>
<tr>
<td>1-22-23-20C</td>
<td>U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland</td>
<td>(559) 961-4601</td>
<td><a href="mailto:paticreland1962@yahoo.com">paticreland1962@yahoo.com</a></td>
</tr>
<tr>
<td>1-22-23-20D</td>
<td>U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers</td>
<td>(916) 421-0149</td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
<tr>
<td>Contract #</td>
<td>Contract #</td>
<td>U.S. Mail:</td>
<td>Facsimile:</td>
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<tr>
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</tr>
<tr>
<td>1-22-23-20E</td>
<td>Elk Grove Auto Group</td>
<td>Elk Grove Auto Group</td>
<td>(916) 421-0149</td>
</tr>
<tr>
<td></td>
<td>8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-22-23-20F</td>
<td>Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Sandra Scott</td>
<td>Facsimile: (916) 491-3138</td>
<td><a href="mailto:Sandra.Scott@dtfords.com">Sandra.Scott@dtfords.com</a></td>
</tr>
<tr>
<td>1-22-23-20G</td>
<td>Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias</td>
<td>Facsimile: (626) 457-5593</td>
<td><a href="mailto:yesenia@watsonvillefleetgroup.com">yesenia@watsonvillefleetgroup.com</a></td>
</tr>
<tr>
<td>1-22-23-20H</td>
<td>CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade</td>
<td>Facsimile: N/A</td>
<td><a href="mailto:RichardMS@cacargroup.com">RichardMS@cacargroup.com</a></td>
</tr>
<tr>
<td>1-22-23-20I</td>
<td>Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691 Attn: Jason Farrell</td>
<td>Facsimile: (916) 372-8541</td>
<td><a href="mailto:jasonf@riverview-trucks.com">jasonf@riverview-trucks.com</a></td>
</tr>
<tr>
<td>1-22-23-20J</td>
<td>Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838 Attn: Dean Needham</td>
<td>Facsimile: (916) 286-2085</td>
<td><a href="mailto:dneedham@sacramentotruck.com">dneedham@sacramentotruck.com</a></td>
</tr>
<tr>
<td>1-22-23-20K</td>
<td>Bonander Truck &amp; Trailer 4520 N Golden State Blvd. Turlock, CA 95382 Attn: Steve Mannion</td>
<td>Facsimile: (209) 634-4965</td>
<td><a href="mailto:Cme4GMC@hotmail.com">Cme4GMC@hotmail.com</a></td>
</tr>
</tbody>
</table>
When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

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

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

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

14. ORDER ACKNOWLEDGMENT

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

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

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

15. DELAYED PRODUCTION REMEDY

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

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

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:
Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions

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

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

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

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

Delivery:

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

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 Contractor is not acceptable unless agreed upon by the ordering agency.

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

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

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

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

Documents

The following documents shall be delivered to the receiving agency with the vehicle:
Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions

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

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

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

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

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

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

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.
State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

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

21. SHIPPED ORDERS

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

22. CONTRACT ADMINISTRATION

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

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Eugene Shemereko</td>
<td>Robb Parkison</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(279) 946-8028</td>
<td>(279) 946-8302</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(916) 375-4613</td>
<td>(916) 375-4613</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Eugene.Shemereko@dgs.ca.gov">Eugene.Shemereko@dgs.ca.gov</a></td>
<td><a href="mailto:Robb.Parkison@dgs.ca.gov">Robb.Parkison@dgs.ca.gov</a></td>
</tr>
<tr>
<td>Address:</td>
<td>DGS/Procurement Division</td>
<td>DGS/Procurement Division</td>
</tr>
<tr>
<td></td>
<td>Attn: Eugene Shemereko</td>
<td>Attn: Robb Parkison</td>
</tr>
<tr>
<td></td>
<td>707 Third Street, 2nd Floor, MS 201</td>
<td>707 Third Street, 2nd Floor, MS 201</td>
</tr>
<tr>
<td></td>
<td>West Sacramento, CA 95605</td>
<td>West Sacramento, CA 95605</td>
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<table>
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<tr>
<th>Dealer Contact Information</th>
<th>Lithia Nissan of Fresno Contract # 1-22-23-20A</th>
<th>Ocean Honda Contract # 1-22-23-20B</th>
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</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Pat Ireland</td>
<td>Pat Ireland</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(559) 707-5735</td>
<td>(559) 707-5735</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>(559) 961-4601</td>
<td>(559) 961-4601</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Lithia Nissan of Fresno 5590 N Blackstone Ave</td>
<td>Ocean Honda 3801 Soquel Dr</td>
</tr>
<tr>
<td></td>
<td>Fresno, CA 93710</td>
<td>Soquel, CA 95073</td>
</tr>
</tbody>
</table>
# Contract (Mandatory) 1-22-23-20 A-K
## Contract User Instructions

| Dealer Contact Information | Freeway Toyota of Hanford  
Contract # 1-18-23-20C | Winner Chevrolet  
Contract # 1-18-23-20D |
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Contact Name:</strong></td>
<td>Pat Ireland</td>
<td>Jerry Powers</td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
<td>(559) 707-5735</td>
<td>(916) 426-5752</td>
</tr>
<tr>
<td><strong>Facsimile:</strong></td>
<td>(559) 961-4601</td>
<td>(916) 421-0149</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a></td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
</tr>
</tbody>
</table>
| **Address:** | Freeway Toyota  
1835 Glendale Avenue  
Hanford, CA 93230 | Winner Chevrolet  
8575 Laguna Grove Drive  
Elk Grove, CA 95757 |

| Dealer Contact Information | Elk Grove Auto Group  
Contract # 1-22-23-20E | Downtown Ford Sales  
Contract # 1-22-23-20F |
<table>
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<tbody>
<tr>
<td><strong>Contact Name:</strong></td>
<td>Jerry Powers</td>
<td>Sandra Scott</td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
<td>(916) 426-5752</td>
<td>(916) 442-9631</td>
</tr>
<tr>
<td><strong>Facsimile:</strong></td>
<td>(916) 421-0149</td>
<td>(916) 491-3138</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a></td>
<td><a href="mailto:Sandra.Scott@dtfords.com">Sandra.Scott@dtfords.com</a></td>
</tr>
</tbody>
</table>
| **Address:** | Elk Grove Auto Group  
8575 Laguna Grove Dr  
Elk Grove, CA 95757 | Downtown Ford Sales  
525 N 16th St  
Sacramento, CA 95811 |

| Dealer Contact Information | Watsonville Fleet Group  
Contract # 1-22-23-20G | CA Car Group  
Contract # 1-22-23-20H |
<table>
<thead>
<tr>
<th></th>
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</tr>
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<tbody>
<tr>
<td><strong>Contact Name:</strong></td>
<td>Yesenia Covarrubias</td>
<td>Richard M. Slade</td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
<td>(626) 457-5590</td>
<td>(925) 560-4465</td>
</tr>
<tr>
<td><strong>Facsimile:</strong></td>
<td>(626) 457-5593</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:yesenia@watsonvillefleetgroup.com">yesenia@watsonvillefleetgroup.com</a></td>
<td><a href="mailto:RichardMS@cacargroup.com">RichardMS@cacargroup.com</a></td>
</tr>
</tbody>
</table>
| **Address:** | Watsonville Fleet Group  
1601 W. Main Street  
Alhambra, CA 91801 | CA Car Group  
4200 John Monego Ct  
Dublin, CA 94568 |
23. RESTOCKING FEES

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

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

24. INVOICING

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

- Contractor’s name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased


**Contract (Mandatory) 1-22-23-20 A-K**

**Contract User Instructions**

- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

**25. PAYMENT**

**A. Terms**

Payment terms for contracts 1-22-23-10 A - D include a $500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-10E offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

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

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

**B. CAL-Card Use**

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

**C. Payee Data Record**

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

**D. State Financial Marketplace**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State’s procurement document will pay the Contractor on behalf of the State.
26. CALIFORNIA SELLER’S PERMIT

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

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Seller Permit #</th>
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</thead>
<tbody>
<tr>
<td>Lithia Nissan of Fresno</td>
<td>97163762</td>
</tr>
<tr>
<td>Ocean Honda</td>
<td>101-652579</td>
</tr>
<tr>
<td>Freeway Toyota of Hanford</td>
<td>102-659756</td>
</tr>
<tr>
<td>Winner Chevrolet</td>
<td>100-208309</td>
</tr>
<tr>
<td>Elk Grove Auto</td>
<td>100-197237</td>
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<tr>
<td>Downtown Ford</td>
<td>28600344</td>
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<tr>
<td>Watsonville Fleet Group</td>
<td>245364864</td>
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<td>101-135239</td>
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<td>CA Car Group</td>
<td>100-214737</td>
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<tr>
<td>Riverview International</td>
<td>101-079519</td>
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<tr>
<td>Sacramento Truck Center</td>
<td>97724353</td>
</tr>
<tr>
<td>Bonander Truck &amp; Trailer</td>
<td>28-093997</td>
</tr>
</tbody>
</table>

27. WARRANTY

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

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

The State’s established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer’s prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended
warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

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

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

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

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

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

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

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

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

30. 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. SB/DVBE PARTICIPATION

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

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

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

33. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
<table>
<thead>
<tr>
<th>Contact Line Item # (CLIN)</th>
<th>Description</th>
<th>UNSPSC</th>
<th>Unit of Measure (UOM)</th>
<th>Quantity in Unit of Measure</th>
<th>Make</th>
<th>Model</th>
<th>Vehicle Contract Unit Price</th>
<th>Maintenance Plan Contract Unit Price</th>
<th>Dealer</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Small Pickup, 4x4, Crew Cab, Regular Box, 119 in. WB, 5000 lb. GVWR, HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>Small Pickup, 4x2, Crew Cab, Regular Box, 119 in. WB, 5000 lb. GVWR, HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD MAVERICK</td>
<td>$20,093.00</td>
<td>$499.00</td>
<td>DOWNTOWN FORD</td>
<td>1-22-23-20F</td>
<td></td>
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<tr>
<td>3</td>
<td>Small Pickup, 4x4, Crew Cab, Regular Box, 119 in. WB, 5000 lb. GVWR, PLUG-IN HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
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<td>NO BID</td>
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<td>4</td>
<td>Small Pickup, 4x2, Crew Cab, Regular Box, 119 in. WB, 5000 lb. GVWR, PLUG-IN HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
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<td>NO BID</td>
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<td>Small Pickup, 4x4, Crew Cab, Regular Box, 119 in. WB, 5000 lb. GVWR, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
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<td>NO BID</td>
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<td>Small Pickup, 4x2, Crew Cab, Regular Box, 119 in. WB, 5000 lb. GVWR, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>NO BID</td>
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<td>7</td>
<td>Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>8</td>
<td>Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Contract Number</td>
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<td>8</td>
<td>Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>TACOMA</td>
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<td>9</td>
<td>Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>COLORADO</td>
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<td>Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>TACOMA</td>
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<td>CHEVROLET</td>
<td>COLORADO</td>
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<td>WINNER CHEVROLET</td>
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<td>13</td>
<td>Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>COLORADO</td>
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<td>Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>NO BID</td>
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<th>Model</th>
<th>Vehicle Contract Unit Price</th>
<th>Maintenance Plan Contract Unit Price</th>
<th>Dealer</th>
<th>Contract Number</th>
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<td>16</td>
<td>Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb. GVWR, PLUG-IN HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>18</td>
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<td>NO BID</td>
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<td>19</td>
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<td>NO BID</td>
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<td>20</td>
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<td>1500</td>
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<td>1-22-23-20E</td>
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<td>21</td>
<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>FRONTIER</td>
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<td>$895.00</td>
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<td>22</td>
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<td>SILVERADO</td>
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<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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<td>Each</td>
<td>1</td>
<td>NISSAN</td>
<td>FRONTIER</td>
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<td>$895.00</td>
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<td>21</td>
<td>Standard Pickup, 4x4, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>RIDGELINE SPORT</td>
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<td>21</td>
<td>Standard Pickup, 4x4, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
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<td>CHEVROLET</td>
<td>SILVERADO</td>
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<td>$1,095.00</td>
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<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>SIERRA</td>
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<td>Standard Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6100 lb. GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
<td>1</td>
<td>RAM</td>
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<td>Dealer</td>
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<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>1500</td>
<td>$34,950.00</td>
<td>$1,085.00</td>
<td>ELK GROVE AUTO</td>
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<tr>
<td>27</td>
<td>Standard Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. BVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET SILVERADO</td>
<td></td>
<td>$37,525.00</td>
<td>$1,085.00</td>
<td>WINNER CHEVROLET</td>
<td>1-22-23-20D</td>
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<tr>
<td>28</td>
<td>Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. BVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-150</td>
<td>$35,955.00</td>
<td>$499.00</td>
<td>DOWNTOWN FORD</td>
<td>1-22-23-20F</td>
</tr>
<tr>
<td>28</td>
<td>Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. BVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET SILVERADO</td>
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<td>$33,545.00</td>
<td>$1,085.00</td>
<td>WINNER CHEVROLET</td>
<td>1-22-23-20D</td>
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<tr>
<td>29</td>
<td>Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. BVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-150</td>
<td>$29,416.00</td>
<td>$499.00</td>
<td>DOWNTOWN FORD</td>
<td>1-22-23-20F</td>
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<td>29</td>
<td>Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. BVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET SILVERADO</td>
<td></td>
<td>$36,450.00</td>
<td>$1,085.00</td>
<td>WINNER CHEVROLET</td>
<td>1-22-23-20D</td>
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<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-150</td>
<td>$32,490.00</td>
<td>$499.00</td>
<td>DOWNTOWN FORD</td>
<td>1-22-23-20F</td>
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<td>30</td>
<td>Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6200 lb. BVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET SILVERADO</td>
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<td>31</td>
<td>Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6500 lb. BVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET SILVERADO</td>
<td></td>
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<td>WINNER CHEVROLET</td>
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<td>Contact Line Item # (CLIN)</td>
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<td>UNSPSC</td>
<td>Unit of Measure (UOM)</td>
<td>Quantity in Unit of Measure</td>
<td>Make</td>
<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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</tr>
<tr>
<td>32</td>
<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>2500</td>
<td>$39,600.00</td>
<td></td>
<td>ELK GROVE AUTO</td>
<td>1-22-23-20E</td>
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<tr>
<td>32</td>
<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
<td>$30,260.00</td>
<td></td>
<td>WINNER CHEVROLET</td>
<td>1-22-23-20D</td>
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<tr>
<td>32</td>
<td>Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-250</td>
<td>$35,022.00</td>
<td></td>
<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-20G</td>
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<tr>
<td>33</td>
<td>Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>2500</td>
<td>$43,260.00</td>
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<td>33</td>
<td>Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
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<td>SILVERADO</td>
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<td></td>
<td>WINNER CHEVROLET</td>
<td>1-22-23-20D</td>
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<tr>
<td>34</td>
<td>Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>2500</td>
<td>$43,440.00</td>
<td></td>
<td>ELK GROVE AUTO</td>
<td>1-22-23-20E</td>
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<tr>
<td>34</td>
<td>Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
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<tr>
<td>34</td>
<td>Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-350</td>
<td>$38,209.00</td>
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<td>34</td>
<td>Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>GMC</td>
<td>SIERRA</td>
<td>$34,794.83</td>
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<td>Contact Line Item # (CLIN)</td>
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<td>Quantity in Unit of Measure</td>
<td>Make</td>
<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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</tr>
<tr>
<td>35</td>
<td>Standard Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>2500</td>
<td>$42,390.00</td>
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<td>ELK GROVE AUTO</td>
<td>1-22-23-20E</td>
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<tr>
<td>35</td>
<td>Standard Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
<td>$32,360.00</td>
<td></td>
<td>WINNER CHEVROLET</td>
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<tr>
<td>35</td>
<td>Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-250</td>
<td>$37,469.00</td>
<td></td>
<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-20G</td>
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<tr>
<td>36</td>
<td>Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>2500</td>
<td>$45,940.00</td>
<td></td>
<td>ELK GROVE AUTO</td>
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<tr>
<td>36</td>
<td>Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
<td>$33,600.00</td>
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<td>1-22-23-20D</td>
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<tr>
<td>36</td>
<td>Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
<td>1</td>
<td>GMC</td>
<td>SIERRA</td>
<td>$34,975.32</td>
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<tr>
<td>36</td>
<td>Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-250</td>
<td>$40,505.00</td>
<td></td>
<td>DOWNTOWN FORD</td>
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<tr>
<td>37</td>
<td>Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>2500</td>
<td>$46,125.00</td>
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<td>ELK GROVE AUTO</td>
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<td>37</td>
<td>Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
<td>$35,550.00</td>
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<tr>
<td>37</td>
<td>Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-250</td>
<td>$40,694.00</td>
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<td>Unit of Measure</td>
<td>Quantity in Unit of Measure</td>
<td>Make</td>
<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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</tr>
<tr>
<td></td>
<td>Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fuel, in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>2500</td>
<td>$52,100.00</td>
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<td>ELK GROVE AUTO</td>
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<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
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<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-250</td>
<td>$46,335.00</td>
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<td>GMC</td>
<td>SIERRA</td>
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<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fuel, in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
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<td>F-250</td>
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<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fuel, in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>3500</td>
<td>$39,700.00</td>
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<td>ELK GROVE AUTO</td>
<td>1-22-23-20E</td>
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<td>Description</td>
<td>UNSPSC</td>
<td>Unit of Measure (UOM)</td>
<td>Quantity in Unit of Measure</td>
<td>Make</td>
<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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</tr>
<tr>
<td>41</td>
<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
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<td>41</td>
<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-350</td>
<td>$36,759.00</td>
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<td>1-22-23-20G</td>
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<td>41</td>
<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
<td>1</td>
<td>GMC</td>
<td>SIERRA</td>
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<td>CA CAR GROUP</td>
<td>1-22-23-20H</td>
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<tr>
<td>42</td>
<td>Standard Pickup, 4x4, Crew Cab, Regular Box, 135 in. WB, 7650 lb. GVWR, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
<td>1</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
<td>$45,495.00</td>
<td>$0.00</td>
<td>WINNER CHEVROLET</td>
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<td>42</td>
<td>Standard Pickup, 4x4, Crew Cab, Regular Box, 135 in. WB, 7650 lb. GVWR, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
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<td>43</td>
<td>Standard Pickup, 4x2, Crew Cab, Regular Box, 135 in. WB, 7650 lb. GVWR, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
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<td>44</td>
<td>Standard Pickup, 4x4, Regular Cab, Regular Box, 135 in. WB, 6000 lb. GVWR, HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
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<td>46</td>
<td>Standard Pickup, 4x2, Regular Cab, Regular Box, 135 in. WB, 6000 lb. GVWR, PLUG-IN HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
<td>1</td>
<td>NO BID</td>
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<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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<tr>
<td>47</td>
<td>Standard Pickup, 4x4, Regular Cab, Regular Box, 135 in. WB, 6000 lb. GVWR, PLUG-IN HYBRID Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
<td>1</td>
<td>NO BID</td>
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<tr>
<td>48</td>
<td>Truck, Cab &amp; Chassis, 4x4; Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>48</td>
<td>Truck, Cab &amp; Chassis, 4x4; Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>48</td>
<td>Truck, Cab &amp; Chassis, 4x4; Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
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<td>48</td>
<td>Truck, Cab &amp; Chassis, 4x4; Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
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<td>49</td>
<td>Truck, Cab &amp; Chassis, 4x4; Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Truck, Cab &amp; Chassis, 4x4; Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
<td>1</td>
<td>RAM</td>
<td>4500</td>
<td>$41,580.00</td>
<td>ELK GROVE AUTO</td>
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<td>50</td>
<td>Truck, Cab &amp; Chassis, 4x4; Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101600</td>
<td>Each</td>
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<td>Truck, Cab &amp; Chassis, 4x4; Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fuel Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Quantity in Unit of Measure</td>
<td>Make</td>
<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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<tr>
<td>50</td>
<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 650 lb.-t. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25100160</td>
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<td>RAM</td>
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<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 65 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>F-450</td>
<td>$39,942.00</td>
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<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 360 lb.-t. Torque, 84 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 650 lb.-t. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 650 lb.-t. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 450 lb.-t. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>$51,910.00</td>
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<td>56</td>
<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 450 lb.-t. Torque, 102 in. CA, 25500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>57</td>
<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 450 lb.-t. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Quantity in Unit of Measure</td>
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<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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<td>56</td>
<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 650 lb. ft. Torque, 102 in. CA, 25500 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 650 lb. ft. Torque, 102 in. CA, 25500 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 650 lb. ft. Torque, 102 in. CA, 25500 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>1</td>
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<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 650 lb. ft. Torque, 102 in. CA, 25500 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 800 lb. ft. Torque, 108 in. CA, 30000 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 800 lb. ft. Torque, 108 in. CA, 30000 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 800 lb. ft. Torque, 108 in. CA, 30000 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>58</td>
<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 660 lb. ft. Torque, 120 in. CA, 33000 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Trunk, Cab &amp; Chassis, 4X2; Regular Cab, 660 lb. ft. Torque, 120 in. CA, 33000 lb. GVWR; DIESEL; Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Description</td>
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<td>Quantity in Unit of Measure</td>
<td>Make</td>
<td>Model</td>
<td>Vehicle Contract Unit Price</td>
<td>Maintenance Plan Contract Unit Price</td>
<td>Dealer</td>
<td>Contract Number</td>
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<td>58</td>
<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FREIGHTLINER</td>
<td>M2</td>
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<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FORD</td>
<td>F-750</td>
<td>$65,580.00</td>
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<td>WATSONVILLE FLEET GROUP</td>
<td>1-22-23-20G</td>
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<td>Truck, Cab &amp; Chassis, 4X2, Regular Cab, 120 in. CA, 33000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>FREIGHTLINER</td>
<td>M2</td>
<td>$123,649.00</td>
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<td>SACRAMENTO TRUCK CENTER</td>
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<td>60</td>
<td>Truck, Cab &amp; Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Truck, Cab &amp; Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
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<td>Each</td>
<td>1</td>
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<td>60</td>
<td>Truck, Cab &amp; Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL, Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</td>
<td>25101507</td>
<td>Each</td>
<td>1</td>
<td>WESTERN STAR</td>
<td>47X</td>
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<td>BONANDER TRUCK &amp; TRAILER</td>
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The following items are applicable for options only:

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<tr>
<th>Description</th>
<th>UN/SPSC</th>
<th>Unit of Measure (UOM)</th>
<th>Quantity in Unit of Measure</th>
<th>Make</th>
<th>Model</th>
<th>Manufacturer</th>
<th>Contract Unit Price</th>
</tr>
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<tbody>
<tr>
<td>Additional options, (cost plus)</td>
<td>48-5083</td>
<td>Each</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>Dealer Cost up to + 10 %</td>
</tr>
<tr>
<td>Removal of options, (cost minus)</td>
<td>48-5084</td>
<td>Each</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>Dealer Cost up to - 10 %</td>
</tr>
</tbody>
</table>

End of Sheet
STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION
Request for Proposal

*Addendum 8*
Fleet Vehicles
Event ID 0000020793

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1. **Section 1 – Introduction and Overview**

This Request for Proposal (hereafter called the RFP) solicits proposals from motor vehicle dealerships/Original Equipment Manufacturers (OEMs) qualified to establish a mandatory contract to provide Cars, Trucks, and Vans and Sport Utility Vehicles (SUVs) to the State of California (State) and participating local governmental agencies.

**1.1 Scope of this Request for Proposal (RFP)**

The Scope of this RFP includes Fleet Vehicles as defined in Section 3.1.1, Proposed Products. The State reserves the right to eliminate any specific line item from the final award.

The State intends that the selected Bidder will work in cooperation with the State to furnish quality products at the lowest price available in a timely and efficient manner. The selected Bidder will be the primary point of contact for warehousing, customer service, data collection, reporting and distribution of Fleet Vehicles to the State.

Award will be made by line item to the Bidder who scores the highest number of points. Line items may have multiple awards as described in Section 6.4, Selection and Award.

The term of the contracts resulting from this RFP will be three (3) years. The contracts will also contain options to extend for two (2) additional one (1) year periods or portion thereof. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term and/or contract extension. All terms and conditions will remain the same for the entire contract period including any extension periods.

The use of these contracts shall be mandatory for all State departments except in cases of emergency as defined in Public Contract Code (PCC), Section 1102.

All vehicles offered must be new and the latest model year *[in current production] available for order*. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

Any contract executed as a result of this RFP may be amended by mutual consent of the State and the Contractor.

**1.1.1 Current Contract/Historical Spend**

The historical value based on expenditures from the current statewide contracts for Fleet Vehicles is $125 Million over a two (2) year period.

**1.1.2 State and Local Government Participation**

The awarded Bidder shall permit local governmental agencies to participate under the resulting contracts.

Local government agencies are defined as “any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services”, reference PCC Section 10298 (a) (b) and PCC Section 10299 (b). Local governmental agencies shall have the same rights and privileges as the State under the terms of these contracts.
Any local governmental agencies desiring to participate shall be required to submit to the same responsibilities as do State departments and will have no authority to amend, modify or change any condition of these contracts.

Government agencies from other States may only negotiate the specific provisions cited below. If the parties cannot mutually agree, neither party shall be obligated to enter into an agreement:

- Invoicing, delivery, and payment provisions
- Governing law, jurisdiction

1.2 Authority of the RFP and Bidder Admonishment

This RFP is being conducted under the policies developed by the Department of General Services, Procurement Division (DGS-PD) as provided under Public Contract Code (PCC) Section 10300, et seq. This RFP contains the instructions governing the requirements for a proposal to be submitted by interested Bidders. The format in which proposal information is to be submitted, and the material to be included therein. This RFP also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities.

If a bidder expects to be afforded the benefits of the steps included in this RFP, the bidder must take the responsibility to:

- Carefully read the entire RFP.
- Ask appropriate questions in a timely manner if clarification is necessary.
- Submit all required responses, complete to the best of the bidder’s ability, by the required dates and times.
- Make sure that all procedures and requirements of the RFP are accurately followed and appropriately addressed.
- Carefully reread the entire RFP before submitting the proposal.

1.3 Availability

Proposed models meeting the mandatory requirements must be available throughout the duration of the contract term, except in accordance with Section 3.1.3, Product Substitutions/Discontinued Items.

1.4 Procurement Official

The Procurement Officials’ contact information for this RFP is listed below:

Eugene Shemereko
Procurement Division
Department of General Services
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (279) 946-8028
Facsimile: (916) 375-4522
E-mail: Eugene.Shemereko@dgs.ca.gov
Proposal Submittal E-mail: CMU@dgs.ca.gov
All inquiries, questions, and copies of protests must be directed to only this person, unless otherwise identified in this RFP or changed by addendum to this RFP. Proposal submittals shall be sent to the Proposal Submission E-mail address identified above.

The Procurement Official shall be the single point of contact for information related to this RFP. Oral communications directly with procurement officers and employees concerning this RFP are discouraged and shall not be binding to the State. Bidders should only rely on written statements issued by the Procurement Official.

1.5 Key Action Dates
The important dates and times by which actions must be taken or completed are identified in Exhibit 2, Key Action Dates. If the State finds it necessary to change any of these dates, it will be accomplished by an addendum to this RFP. All dates after the Final Proposal submissions are approximate and may be adjusted as conditions indicate without addendum to the RFP.

Unless otherwise indicated, Bidder submissions shall be due by 5:00 p.m. (PT) on the date indicated in Exhibit 2, Key Action Dates.

1.6 Americans with Disabilities Act (ADA)
To meet and carry out compliance with the nondiscrimination requirements of Title II, Americans with Disabilities Act (ADA), it is the policy of the State to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at 916-375-4400 (main office). Procurement Division's TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also directly contact the Procurement Official for this procurement.

IMPORTANT: To ensure that we can meet your accommodation, it is best that we receive your request at least ten (10) working days before the scheduled event (e.g., Bidder conference) or deadline due-date for procurement documents.

The Procurement Division TTY telephone number is:

- Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

- Voice: 1-800-735-2922 or 1-888-877-5379
- TTY: 1-800-735-2929 or 1-888-877-5378
- Speech to Speech: 1-800-854-7784
1.7 **State of California Environmentally Preferable Purchasing (EPP)**

The State of California, DGS-PD is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by the PCC, Chapter 6, Sections 12400 through 12404. By signing the Agreement Cover Letter, the Bidder is certifying that the products or services offered under this solicitation are in compliance with the Federal Trade Commission’s Guidelines for the User of Environmental Marketing Terms, in accordance with PCC Section 12404.

All Vehicles will be scored for the following EPP criteria:

- Air Pollution
- Green House Gas (GHG) Rating
- SMOG Rating
- Service Plan
2. **Section 2 – Rules Governing the Procurement Process**

Section 2 describes the bidding steps and includes the Bidder’s and State’s rights and responsibilities for the procurement process. Specific guidelines for the submission of this RFP response are found in Section 5, Proposal Format.

### 2.1 Identification and Classification of RFP Requirements

#### 2.1.1 Requirements

The State has established certain requirements with respect to proposals to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

#### 2.1.2 Desirable Items

The words "should" or "may" in the RFP indicate desirable attributes or conditions but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.

#### 2.1.3 Mandatory Requirements

All items within this RFP labeled mandatory (M) are non-negotiable. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP. Bidder’s signature on the form in Section 2.3.4.5, Signature of Proposal and submission of proposal response will be considered as Bidder’s agreement to all mandatory RFP requirements.

#### 2.1.4 Non-Mandatory Requirements

This RFP may include both preference programs and product/contract performance items identified as non-mandatory (NM) requirements. Bidders are not required to comply with these requirements to be compliant with the RFP. However, if a Bidder applies for a preference, the Bidder must meet the applicable preference requirements and provide the requested preference documentation as outlined within the section requirement.

#### 2.1.5 Scored Requirements

This RFP includes mandatory scored (MS) requirements. Mandatory scored requirements are non-negotiable and will achieve points as identified in Exhibit 7, Vehicle Procurement Evaluation Methodology if the requirement is met.

#### 2.1.6 Narrative Responses

This RFP includes some items that require a narrative response. Those items have been listed on Exhibit 3, Narrative Response. Bidders are to input narrative responses on the exhibit only and only for the items requested. If necessary, Bidders may add attachments to the exhibit to further explain their response. Bidders shall not input narrative responses within the proposal document, nor should narrative responses be included for items the State did not list on Exhibit 3, Narrative Response.
2.2 Bidding Requirements and Conditions

2.2.1 General
This RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of Information Technology goods and services by public bodies in the State of California. A Bidder's Final Proposal is an irrevocable offer for 90 days following the scheduled date for Submission of Final Proposals in Exhibit 2, Key Action Dates. A Bidder may extend the offer in the event of a delay of contract award.

2.2.2 RFP Documents
This RFP includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the contract to be executed between the State and the successful Bidder. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Procurement Official in accordance with Section 1.4, Procurement Official, of such error in writing and request clarification or modification of the document. If necessary, modifications will be made by addenda issued pursuant to Section 2.2.8, Addenda.

If the RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work
The Bidder should carefully examine the entire RFP and any addenda to fully understand the requirements of the solicitation and resulting contract.

2.2.4 Questions Regarding the RFP
Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly referencing subject solicitation, to the Procurement Official listed in Section 1.4, Procurement Official. To ensure a response, questions must be received in writing by the scheduled date given in Exhibit 2, Key Action Dates.

Question and answer sets will be provided to all Bidders without identifying the submitters. Any questions submitted should be crafted without revealing the name of the requestor. At the sole discretion of the State, questions may be paraphrased by the State for clarity. Oral answers shall not be binding on the State.

A Bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that Bidder's proposal and which, if disclosed to other Bidders, would expose that Bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date.
specified in Exhibit 2, Key Action Dates, to ensure a response. The Bidder must explain why any questions are sensitive in nature.

If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered, and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified.

2.2.5 Request to Change the Requirements of the RFP
If the Bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the RFP by submitting, in writing, the recommended change and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Exhibit 2, Key Action Dates.

Failure by any Bidder to raise any concern related to the solicitation requirements or a failure of a referenced internet link by the relevant Key Action Date will be deemed a waiver of any claim regarding the contract award relating to the solicitation requirements.

2.2.6 Bidders’ Conference
A Bidders’ Conference will be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the RFP and the procurement process. Suppliers are encouraged to attend the Bidders’ Conference. The time, date, and place of such conference are included in Exhibit 2, Key Action Dates.

The State may accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. Questions and appropriate answers discussed during the conference will normally be published within approximately ten (10) working days. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with a published question and answer set. Oral answers shall not be binding on the State.

2.2.7 Supplier’s Intention to Submit a Proposal
Suppliers who want to participate in the bidding process are asked to state their intention by submitting an email to the Procurement Official by the date specified in Exhibit 2, Key Action Dates, with the following elements:

- Company Name and address
- Contact name, email, and phone number

Bidders that submit their intention to submit a proposal will be placed on a notification list to receive email notifications of any changes or clarifications to any part of the RFP. Interested parties who do not intend to bid but would like to receive notifications for this procurement should submit a request to be added to the notification list. All addenda, Question and Answer
Sets, and Requests for Change will be published on the eProcurement California State Contracts Register.

2.2.8 Addenda
The State may modify the RFP prior to the date fixed for Contract Award by issuance of an addendum. Addenda will be numbered consecutively. In the event that the solicitation is revised by an addendum, the Bidder is required to meet all requirements of the most current addendum, including using any updated forms. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed to ask a question or submit a request to change to the requirements according to the instructions contained in Section 2.2.4, Questions Regarding the RFP, and Section 2.2.5, Request to Change the Requirements of the RFP.

2.2.9 Discounts
In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

2.2.10 Joint Proposals
Joint proposals are not acceptable for this solicitation.

2.3 Proposal Process

2.3.1 General
The procurement process to be used in this acquisition consists of multiple steps. Refer to Exhibit 2, Key Action Dates, to determine which steps are included in this RFP.

The Final Proposal is a mandatory step for all Bidders; all other steps are optional. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Proposal. Costs submitted in any submission other than the Final Proposal may preclude the Bidder from continuing in the process.

2.3.2 Final Proposals
The State desires to obtain proposals that are responsive in every respect. Final Proposals must be complete with all required cost information, signatures, forms, and documentation.

2.3.2.1 Draft Proposal
A “limited” Draft Proposal step is included in this RFP. Submission of a Draft Proposal is strongly recommended so that the Bidder may minimize the risk that the Final Proposal will be deemed non-compliant. Bidders shall provide a completed Exhibit 6, Technical
Questionnaire. The draft proposal must be submitted by the date and time specified in Exhibit 2, Key Action Dates. Bidders shall limit their draft proposals to this information only.

For Draft Proposals that are evaluated, the Bidder will be notified via email of any defects the State has noted. Draft Proposals received late may be reviewed if the Procurement Official believes there is enough time and resources to do so. Notifying the Bidder of defects is intended to minimize the risk that the Final Proposal will be deemed non-compliant; however, the State will not provide any warranty that the Draft Proposal will be evaluated even if accepted for review, or that any or all defects in the Draft Proposal have been detected. Notification of defects in the Draft Proposal will not preclude rejection of the Final Proposal, if undiscovered defects contained in the Draft Proposal are later found in the Final Proposal.

The State may conduct confidential discussions with Bidders submitting Draft Proposals that have been reviewed by the State. At the confidential discussion, the State will identify areas of the Bidder’s Draft Proposal that may not be fully compliant with the requirements of the RFP and areas that are confusing to the State Evaluation Team. Oral statements made by either party during confidential discussions shall not be binding.

2.3.3 Public Record
Final proposals are public upon posting of Notice of Intent to Award. Bidders should be aware that marking a document "confidential" or "proprietary" in a final will not keep that document from being released after notice of intent to award as part of the public record, in accordance with the California Public Records act. This act requires inspection or disclosure of governmental records to the public upon request unless exempted by law or a court has ordered the State not to release the document.

2.3.4 Submission of Proposals
The instructions contained herein apply to the Final Proposal. They also apply to the Draft Proposal, except as noted.

2.3.4.1 Preparation
Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Before submitting each document, the Bidder should carefully proof it for errors and adherence to the RFP requirements.

2.3.4.2 Bidder's Cost
Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to the State.
2.3.4.3 Completion of Proposals
Proposals must be complete in all respects in accordance with Section 5, Proposal Format. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all costs required by the RFP in accordance with Section 4, Cost, and Section 5, Proposal Format, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in Section 5, Proposal Format, cost data must be submitted under separate cover.

2.3.4.4 False or Misleading Statements
Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

2.3.4.5 Signature of Proposal
All Bidders must complete the Agreement Cover Letter (https://www.dgs.ca.gov/-/media/1DCB49CFFD9642C4ADD9FCE6DAB5C1D95.ashx) and include it with the proposal. The Agreement Cover Letter (which shall be considered an integral part of the Final Proposal) shall be signed by an individual who is authorized to bind the bidding firm contractually. An unsigned Final Proposal shall be rejected.

2.3.4.6 Delivery of Proposals
Final Proposals must be submitted no later than the date and time specified in Exhibit 2, Key Action Dates. Proposals must be received by the Department of General Services on or before the specified date and time. Bidders are required to deliver proposals as required in Section 5, Proposal Format. Bidders should set up their email to receive a delivered receipt when submitting the electronic proposal.

Final Proposals not received by the date and time specified in Exhibit 2, Key Action Dates will be rejected.

In accordance with Section 5, Proposal Format, cost data must be in a separate attachment and clearly labeled. If cost data is not submitted in this manner, the proposal may be rejected. Proposals submitted under improperly labeled documents may be rejected.

2.3.4.7 Withdrawal and Resubmission/Modification of Proposals
A Bidder may withdraw its Final Proposal at any time prior to the proposal submission date and time specified in accordance with Exhibit 2, Key Action Dates, by submitting via email a written notification of withdrawal signed by the Bidder authorized in accordance with Section 2.3.4.5, Signature of Proposal. The Bidder may thereafter submit a new or modified proposal prior to such proposal submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law,
Final Proposals cannot be changed or withdrawn after the date and time designated for receipt, except as provided in accordance with Section 2.3.6.3, Errors in the Final Proposals.

2.3.5 Rejection of Proposals
The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

2.3.6 Evaluation and Selection Process

2.3.6.1 General
Proposals will be evaluated in accordance with Section 6, Evaluation.

2.3.6.2 Evaluation Questions
During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Proposals, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their proposal.

2.3.6.3 Errors in the Final Proposals
An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.

If hard copies are submitted and there is a discrepancy between the Master copy and the additional copies, the Master copy shall have priority over the additional copies.

The State may at its sole option correct obvious clerical errors, arithmetic errors, and discrepancies. If necessary, the cost extensions and summary will be recomputed accordingly, if obviously misstated. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the extended total price by the quantity of the item.

The State may at its sole option correct errors of omission, and in the following four (4) situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete proposal.
1. If an item is described in the narrative and omitted from the contract and cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.

2. If a minor item is not mentioned at all in the Final Proposal and is essential to satisfactory performance, the proposal will be interpreted to mean that the item will be provided at no cost.

3. If a major item is not mentioned at all in the Final Proposal, the proposal will be interpreted to mean that the Bidder does not intend to supply that item.

4. If a major item is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major is the responsibility of the State.

If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the proposal, or at its sole option, recompute such costs based on instructions contained in the RFP.

If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL PROPOSAL, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

At the State’s sole discretion, it may declare the Final Proposal to be a Draft Proposal if the State determines that Final Proposals from all Bidders contain material deviations. Bidders may not protest the State’s determination that all proposals have material deviations. If all proposals are declared noncompliant, the State may issue an addendum to the RFP. Should this occur, confidential discussions will be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP as amended by any subsequent addenda. The new Final Proposals will be evaluated in accordance with Section 6, Evaluation.

2.3.7 Award of Contract

Award of contract, if made, will be in accordance with Section 6, Evaluation, to a responsible Bidder whose Final Proposal complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by the State.

The State reserves the right to determine the successful Bidder either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the State’s RFP. The State reserves the right to modify or cancel in whole or in part its RFP.
2.3.8 **Debriefing**
A debriefing may be held after contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder’s Final Proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

2.4 **Contractual Information**

2.4.1 **Contract Provisions**
The State has model contract provisions to be used by State agencies when contracting for non-IT goods and services. The model contract provisions appropriate for the specific requirements of this RFP are included in the RFP.

2.4.2 **Specific Terms and Conditions**
The contract to be awarded is included in the solicitation document in its final form, and any alteration by a Bidder will result in rejection of its proposal.

2.4.3 **Term of Contract**
The State intends to acquire the required goods and services for at least the period specified in Section 1.1, Scope of this Request for Proposal.

2.5 **Other Information**

2.5.1.1 **Award Protest**
This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. Link to the Alternative Protest Process regulations:
https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Laws-and-Regulations/Bid-Protest-Regulations

A Notice of Intent to Award for this solicitation will be publicly posted on the Department of General Services Procurement Division webpage and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number. DGS/PD webpage link:
https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Award-Notifications?search=Award%20Notice

During the protest period, any participating bidder may protest the proposed award on the following grounds:
1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder’s bid should have been selected; or
2. For any other acquisition – that the protesting bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the 2nd working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: 916 / 376-6226

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be 10 percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

2.5.2 Disposition of Proposals
All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the Master Copy of the Final Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Exhibit 2, Key Action Dates. However, materials the State considers confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.
3. Section 3 – Requirements
This section contains the bidding requirements pertaining to this RFP and will be applicable to the resulting contract. Bidder’s proposal shall meet the State’s needs as defined in this RFP. Within Section 3, Bidding Requirements, the following sections identify the requirements that pertain to this RFP and resulting contract:

- Section 3.1, Technical Requirements
- Section 3.2, Administrative Requirements
- Section 3.3, Contract Requirements

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder’s ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder’s responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five (5) business days to submit the information requested.

Exhibit 3, Narrative Response lists the items to which the State requires a narrative response. Bidders are not to include narratives within this section or for items where a narrative is not requested.

3.1 Technical Requirements

3.1.1 Proposed Products (M)
This RFP requires Bidders to submit a proposal for Fleet Vehicles as described in Exhibit 5, Technical Specifications and Exhibit 1, Cost Workbook. All requirements listed within Section 3, Bidding Requirements, shall apply to all Fleet Vehicles unless otherwise noted.

Bidders shall propose solutions for any or all line items in the Fleet Vehicle categories listed below.

- Category 1: Cars
- Category 2: Trucks
- Category 3: Vans & Sport Utility Vehicles (SUVs)

Exhibit 1, Cost Workbook must be completed in accordance with Section 4, Cost and submitted in accordance with Section 5, Proposal Format.

Bidders need to verify the proposed product is in the appropriate vehicle category (i.e., hatchback, midsize, large, sedan, etc.) based on the description listed in the Fuel Economy Guide (https://www.fueleconomy.gov/feq/printGuides.shtml).

3.1.1.1 Minimum Technical Requirements
Exhibit 5, Technical Specifications and line-item descriptions in Exhibit 1, Cost Workbook are comprised of the minimum core requirements for vehicles, upgrade options, and
accessories. All proposed vehicles shall meet or exceed the minimum requirements. If Bidder is proposing vehicle(s) that exceed minimum requirements, the proposed vehicle(s) shall not conflict with any other line items.

3.1.1.2 Technical Questionnaire
Bidders shall use Exhibit 6, Technical Questionnaire to enter proposed product information. Proposed products shall meet or exceed the minimum requirements.

The State may at its sole option correct discrepancies between the proposed product information in the Technical Questionnaire and the information shown on www.fueleconomy.gov and manufacturer's website.

3.1.2 Technical Literature Content (M)
Upon request from the State, the Bidder shall provide technical literature and references confirming the State’s requirements. The Bidder confirms that statements contained in the Technical Literature such as “technical literature and references are subject to change without notice” are not intended to limit the Bidder's commitment to meeting the requirements of this RFP.

3.1.3 Product Substitutions/Discontinued Items (M)
The vehicles proposed to meet the requirements of this RFP must be available throughout the duration of the contract term. If, during the life of the contract, a contract vehicle is discontinued, the Contractor shall notify the State Contract Administrator in writing and propose a comparable substitute product or configuration at least 30 calendar days prior to vehicle discontinuation. The State Contract Administrator will review the substitute vehicle and determine acceptability.

Once the substitute vehicle has been approved, the State Contract Administrator will provide written approval to the Contractor to update contract item information. These changes will be made in the form of a contract supplement.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extension, including upon approved substitution.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the configuration requirements to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the State's discretion.

The Contractor shall not substitute products or configurations or modify contract website information without written approval from the State Contract Administrator.

3.1.4 Options (M)
All factory options shall be available and priced at dealer cost plus up to 10% for an addition or dealer cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:
• Add trailer tow package
• Add Bluetooth
• Add parking sensors
• Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

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

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

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

3.1.5 Post-Consumer Recycled Content Certification (M)
State departments are required to report purchases made within eleven (11) product categories in the California Department of Resources Recycling and Recovery’s (CalRecycle), State Agency Buy Recycled Campaign (SABRC) in accordance with PCC sections 12200-12217.

In order to comply with those requirements, Bidders are required to certify in writing the minimum percentage, if not the exact percentage, of post-consumer recycled content (PCRC) material in each of the products offered as part of this solicitation.

The Post-Consumer Recycled Content (PCRC) Certification Workbook contains the following documents:

• PCRC Percentages Worksheet – Contractor shall complete the PCRC Percentages Worksheet listing the percentage of post-consumer recycled content material for each product offered.
• Letter of Certification – Contractor shall print and sign the Letter of Certification certifying that the minimum percentage, if not exact percentage, listed in the PCRC Percentages Worksheet is accurate. The Letter of Certification shall be furnished under penalty of perjury. The Letter of Certification shall be provided regardless of content, even if the products contain no post-consumer recycled material.
• Reportable Product Categories Table – This table is provided for informational purposes only and identifies the eleven (11) reportable SABRC product categories.

The Bidder shall complete and submit the PCRC Certification Workbook (https://www.dgs.ca.gov/-/media/79D2E081983F4B889E8A99EC9ABF463B.ashx) with their proposal or within five (5) working days of request by the State.
During the life of the contract, the Contractor will be required to submit revised PCRC Certification Workbook information if percentages are adjusted or if substitute line items are approved by the State Contract Administrator.

At the State’s option prior to award, Bidders may be required to submit additional written clarifying information.

3.1.6 Warranty/Maintenance (M)
The manufacturer’s standard new vehicle warranty shall apply to all vehicles purchased from resulting contract(s). All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for any resultant contract shall meet the following:

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

The State’s established preventative maintenance procedures and practices shall be acceptable to the manufacturer/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.
3.1.6.1 Repair Parts (M)

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) or unusual market circumstances may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

3.1.6.2 Maintenance Plan (M)

The Bidder shall offer a maintenance plan covering all regularly scheduled service for a minimum of five (5) years/75,000 miles.

The maintenance plan shall include at a minimum all manufacturer recommended services such as, but not limited to, the following:

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

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

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

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

The State prefers a factory-sponsored plan available at all the manufacturer’s retail dealerships; however, if one is not available, the Bidder may offer a plan through themselves or a sub-contracted third party.

Non-factory sponsored plans must not void the manufacturer’s warranty and shall be available in both northern and southern California, at a minimum, within:

a) 30-mile radius of the State Capitol, per Google Maps; or
b) Los Angeles County,

The Bidder shall choose the type of Maintenance Plan offered below for all vehicles proposed and indicate on the Exhibit 3, Narrative Response:
3.2 Administrative Requirements

3.2.1 Cost Workbook
Exhibit 1, Cost Workbook contains the cost worksheets that Bidders shall use to enter prices for this solicitation.

3.2.2 Pricing (MS)
The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County. Prices quoted do not include Federal Excise Tax, the California Tire Fee, or Documentation Fee.

The State shall receive full benefit of all manufacturers’ price declines, effective on the date of manufacturer’s general public announcement.

Pricing and discounts proposed in Exhibit 1, Cost Workbook will be evaluated and scored in accordance with Section 6, Evaluation.

3.2.2.1 Promotional Pricing (M)
During special pricing promotions, the Contractor shall offer State and local agencies the promotional pricing or the discount percentage off list, in accordance with Section 3.2.2, Pricing, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates
- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contract Refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

3.2.2.2 Volume Discounts (NM)
Bidders may offer a volume discount per line item. A volume discount will apply to all orders of ten (10) or more of the same vehicle on the same order. If offered, the volume discount amount shall be indicated on Exhibit 3, Narrative Response. Volume discount offered shall remain available for the entire contract term, including any extension options.
3.2.2.3 State of California Employee Pricing on ZEV for Personal Use (NM)

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), the Contractor may offer a discount to any interested State of California Employee when purchasing a ZEV for personal use.

The discount may be offered in any one of the following ways:

- Price offered same as in contract
- Percentage discount off MSRP
- Cash discount

Bidder shall specify in detail any discount offered to State of California employees in Question ten (10) on Exhibit 3, Narrative Response. Contractor shall notify the Contract Administrator whenever there is any change to the discount or vehicle availability.

3.2.2.4 Price Adjustments (M)

All prices shall be firm fixed for the contract term, including any optional year extensions, unless a price adjustment is granted.

A price increase may be requested with each new model year and must be submitted in writing. Requests must include supporting documentation of price adjustments at the manufacturing level. A price increase request of more than 3 percent will not be accepted. In the event of a major vehicle change or unusual market circumstances a price increase of more than 3 percent may be considered. Price increases will be reviewed and evaluated on a quarterly basis.

**Contractor must price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor’s vehicle will be unavailable for ordering until the price increases have been evaluated and approved.

Each line item discount percentage established in Exhibit 1, Cost Workbook shall not decrease during the contract term including any extension period(s). Price adjustments shall not produce a higher profit margin for the contractor than that established in the original contract pricing. No price adjustments shall apply to quantities ordered from the contract prior to the effective date of the price adjustment.

Upon receipt of such notice, the State reserves the right to:

a. Accept the adjustment as competitive with the general market price at that time; or
b. Negotiate proposed price adjustments. Note: The State will notify the Contractor, in writing, its desire to negotiate. The State will have ten (10) working days to complete negotiations; or

c. Deny adjustment request and continue with current contract prices; or

d. Cancel the contract’s unpurchased balance without prejudice, effective upon written notice from the State.
Note: If negotiations fail to produce any agreement, the State reserves the right to exercise Options a or d with an effective date no later than ten (10) working days after unsuccessful negotiations.

3.2.3 Customer References (MS)
The purpose of Customer References is for the Bidder to demonstrate to the State that the Bidder can provide vehicles and can handle the anticipated spend for this solicitation.

Bidders shall be required to submit two (2) customer references from two (2) different customers.

The References must be for the Bidder.

Customers are defined as end-users of the product. References from a contractor that the Bidder did sub-contract work for are not acceptable.

Each customer reference shall:

- Be for work performed within the last five (5) years prior to bid submission due date.
- Be for similar product (i.e., sale and distribution of vehicles) to that requested in this RFP.
- The work performed (first bullet) must be valued at or above $500,000.00. An accumulation of orders from a single customer entity meeting the applicable minimum value is acceptable.

References from the DGS-PD are not acceptable. References for transactions against California Statewide Contracts or other Leveraged Procurement Agreements must be from an ordering department.

The average score for each customer reference must be three (3) or higher. If the average score on any reference is less than three (3) the bid will be considered non-responsive. Any question not scored will receive zero (0) points toward the average.

Bidder shall submit the Customer References within five (5) working days after notification from the State. Customer References must be provided on Exhibit 4, Customer Reference Form.

The State may contact the customer references to verify the information on the submitted forms. Failure to submit compliant references may result in rejection of the bid.

Customer References will be allotted points as specified in Exhibit 7, Vehicle Procurement Evaluation Methodology.

For the purpose of scoring, if more than the required number of customer reference forms are submitted, the first two (2) references will be used (in order of appearance from first page to last). The State will not pick and choose between references for the purpose of points.
3.2.4 **Seller’s Permit (M)**
This RFP is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code (PCC).

Bidders are required to provide their retailer’s seller’s permit information on Exhibit 3, Narrative Response. A copy of the seller’s permit shall be submitted no later than the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.2.5 **Payee Data Record (M)**
Upon request from the State, the Contractor must complete and submit a [Payee Data Record (STD 204)](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf), during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.2.6 **OEM Authorized Dealer (M)**
If the Bidder is not the Original Equipment Manufacturer (OEM) of the vehicle being proposed, the Bidder must provide, on OEM company letterhead and signed by an authorized OEM representative, documentation identifying the Bidder as an authorized OEM dealer.

3.2.7 **State of California Dealer License (M)**
Bidder shall provide their current State of California Vehicle Dealer License number on Exhibit 3, Narrative Response.

3.2.8 **Darfur Contracting Act (M)**
Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code (PCC) Section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (PCC Section 10477(b)).

A Bidder is required to submit a completed the [Darfur Contracting Act form](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf) if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States.

Bidders are required to submit the Darfur Contracting Act form. Failure to submit this form with their proposal or within five (5) working days within request from the State will result in the proposal being considered non-responsive.
If a Bidder has not conducted business outside of the United States in the last three (3) years, this section does not apply. Bidders shall submit their response on Exhibit 3, Narrative Response.

3.2.9 California Civil Rights Laws (M)
Pursuant to Public Contract Code section 2010, any Bidder entering into or renewing a contract over $100,000 on or after January 1, 2017, shall certify all of the following:

- That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (a) That any policy they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (b) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Bidders are required to submit the California Civil Rights Laws Certification (https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation document attachments/california civil rights law.pdf). Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

3.2.10 Iran Contracting Act
Pursuant to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 through 2208 are “the Act”), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars ($1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars ($1,000,000) or more, a vendor must complete and return the attached IRAN Contract Act Certification form with their bid response certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Bidders are required to submit the Iran Contracting Act Certification (http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf) with their proposal. Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

3.2.11 Insurance Requirements (M)
The Contractor must maintain in force applicable insurance in accordance with the Non-IT General Provisions (rev 11/19/2021), Section 21 entitled “Insurance.” Contractor shall furnish
an insurance certificate evidencing required insurance coverage acceptable to the State within five (5) days of request.

3.2.12 Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion (M)
Expenditures from this contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the contract file, a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government. Bidders must submit the Federal Debarment Certification form (http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_2.pdf) with the bid response or within five (5) working days of request from the State. Failure to submit this form will result in the bid being considered non-responsive.

3.2.13 Declaration Forms (M)
All Bidders must complete the Bidder Declaration Form (GSPD-05-105) (http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf) and include it with the bid response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders and/or subcontractors who have been certified by California as a DVBE must also submit a completed Disabled Veteran Business Enterprise Declaration Form DGS PD 843 (http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_B843.pdf). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form. The completed form should be included with the bid response.

3.2.14 Socioeconomic Programs
This solicitation may contain the following socioeconomic requirements and/or optional Bidder preferences and incentives:

A. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive
B. Small Business Preference
C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)
D. Non-Small Business Subcontractor Preference
E. Target Area Contract Preference Act (TACPA) Preference

All certified firms must perform a “commercially useful function” in the performance of the contract as defined in Government Code (GC) section 14837(d)(4).

A. DVBE Program Requirements and DVBE Incentive:
For purposes of this solicitation the DVBE participation requirement has been waived.

This solicitation provides an incentive for DVBE participation. The California DVBE Bid Incentive Instructions (https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx) includes information about the DVBE incentive.
B. Small Business Preference
A 5 percent bid preference is available to Bidders certified as a small business in accordance with GC 14835 et seq. If applicable, Bidders must claim this preference on Exhibit 3, Narrative Response.

Bidders claiming the small business preference must be certified by California as a small business. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. PT on the bid due date, and the OSDS must be able to approve the application as submitted.

The Small Business regulations concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals can be viewed in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.) (https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)).

C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)
SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code (MVC) section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5 percent small business preference. If applicable, claim the preference on Exhibit 3, Narrative Response. SB/NVSAs claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916)375-4940.

D. Non-Small Business Subcontractor Preference
A 5 percent bid preference is available to a non-small business claiming 25 percent California Certified small business subcontractor participation. If applicable, claim the preference on Exhibit 3, Narrative Response.

E. Target Area Contract Preference Act (TACPA) Preference
This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid.

Bidders desiring to claim the TACPA preference are encouraged to carefully review the TACPA forms, requirements, and submittal instructions (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Policy-Training-and-Customer-Service/Dispute-Resolution-Unit). Bidders must complete and submit all applicable preference program forms to be considered for a preference.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from Bidders, manufacturers, subcontractors and any other sources available...
at the time of bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State’s request may result in the denial of the preferences requested.

Contracts awarded with the applied preference will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce the preference program.

Any questions regarding the TACPA preference should be directed to TACPA@dgs.ca.gov.

3.2.15 Commercially Useful Function (CUF) (M)
Suppliers, whether the Bidder or a subcontractor, who have a California certification for one (1) or more of the socio-economic programs (i.e., DVBE or small business), must perform a commercially useful function in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for DVBE and in the Government Code Section 14837(d)(4)(A) for small business as consisting of all of the following:

- responsibility for the execution of a distinct element of the work
- actually performing, managing, or supervising the work
- performing work that is normal for its business services and functions
- not further subcontracting work that is greater than that expected by normal industry standards
- responsible, with respect to any products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable), and making payment

A Contractor, subcontractor, or supplier is not considered to perform a CUF if their role is limited to that of an extra participant through which funds are passed in order to obtain the appearance of participation.

At the State’s option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the proposal.

3.2.16 Subcontractor CUF Requirements (NM)
Only the Subcontractor Tasks outlined in the table below will be considered distinct elements of the work and no more than the corresponding percentages may be claimed for these tasks for the purpose of applying a preference or incentive. Percentages may be lower on individual purchase orders. Should tasks overlap between subcontractors, the maximum percentage must be divided between the subcontractors so as not to be exceeded.

<table>
<thead>
<tr>
<th>Subcontractor Tasks</th>
<th>RFP Reference Sections</th>
<th>Contract Percentage Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Website Development and Maintenance</td>
<td>3.3.9</td>
<td>1%</td>
</tr>
<tr>
<td>Ordering Management/Customer Support</td>
<td>3.3.14</td>
<td>2%</td>
</tr>
</tbody>
</table>
3.2.17 SB/DVBE Participation Commitment Requirement (M)
Within six (6) months of contract award, the Contractor shall meet or exceed their SB and/or DVBE commitment level on a contract-to-date basis. The State reserves the right to audit records (e.g., cancelled checks, work logs, etc.) to verify the SB/DBVE subcontractors are actually performing the work committed to and being paid accordingly, as reported in accordance with Section 3.3.34, Small Business/Disabled Veteran Business Enterprise Participation Report.

The corresponding percent of bid price identified on the Bidder Declaration, represents the percentage of total contract dollars to be paid to the subcontractor. Example:
- Bidder commits to 3 percent DVBE subcontractor participation on a contract
- Total spend for the contract is $1,000,000.00.
- Contractor shall pay subcontractor a minimum of $30,000.00 for work performed under the contract.

3.2.18 Subcontractors (M)
If a Bidder proposes the use of a subcontractor for a portion of the contract, the Bidder agrees that all requirements will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders awarded a contract are contractually obligated to use the proposed subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Contractor must have written agreement from the State prior to replacement or substitution of any subcontractor.

3.2.18.1 Notice of Subcontractors (M)
Upon award to a Contractor, notice shall be given by the State to the subcontractors listed in the Bidder Declaration Form of their participation in the contract. Notification to the subcontractor by the prime Contractor is encouraged immediately after award of an RFP.

3.2.19 Distribution Plan (M)
Bidders shall describe in detail their Distribution Plan on Exhibit 3, Narrative Response. The Distribution Plan should be the Bidder’s written plan for distribution of the products. The plan must clearly show distribution from the manufacturer to the end user, including all points in between specific to this resulting contract only, and the role that the bidder, as the Contractor of record, will play in the distribution.

This plan should clearly identify all parties, including any subcontractor, DVBE and/or small business participants involved in the execution of this contract and their responsibilities. Work
performed by a Bidder or a subcontractor, who is a California certified small business and/or DVBE, must perform a Commercially Useful Function (CUF) in accordance with Section 3.2.15, Commercially Useful Function.

The Contractor shall advise the State Contract Administrator by written notification of any changes in the distribution plan made during the term of the contract and any extensions.

3.3 Contract Requirements
This section contains the mandatory contract requirements that will apply to the contract(s) resulting from this RFP. The prime Contractor shall be responsible for successful performance of the resulting contract(s). The prime Contractor shall also be responsible for successful performance of any and all of their subcontractors.

Furthermore, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, payments, and warranty issues for the term of the contract and any extensions.

All State policies, guidelines, and requirements apply to subcontractors. The prime Contractor and subcontractors shall not in any way represent themselves in the name of the State of California without prior written approval.

3.3.1 Confidentiality (M)
The Contractor, with access to confidential State information in the course of performing under the contract, will be required to exercise security precautions for such data that is made available and must accept full legal responsibility for the protection of this confidential information.

Under no circumstances shall the Bidder use or publish, sell, or otherwise disclose to any third party the contents of any records or data, or reports derived from data, without the authorization and written consent of the State.

3.3.2 Contract Terms and Conditions (M)
By signing the Agreement Cover Letter and submitting a proposal, Bidder is agreeing to accept all of the following terms and conditions without addition or modification:

- [General Provisions (Non-IT Commodities) revised 11/19/2021](https://www.dgs.ca.gov/-/media/199A6A324E4DE4BECAFF4EFA7194350CD.ashx)

Bidder also agrees to comply with all applicable statues, rules, regulations and orders of the United States and the State of California which include, but are not limited to:

- Non-Discrimination Toward WTO GPA Signatories ([https://www.wto.org/index.htm](https://www.wto.org/index.htm))
- Plastic Trash Bag Certification Violations ([Public Resources Code Section 42290, et seq.](https://www.prca.org/))
- Air or Water Pollution Violations ([Government Code Section 4477](https://www.prca.org/))
- Fair Employment and Housing Commission Regulations ([Government Code Section 12990](https://www.prca.org/))
- Unfair Practices Act and Other Laws ([Business and Professions Code Section 17000 et seq.](https://www.prca.org/))
3.3.3 Contract Implementation Period (M)
Within fifteen (15) calendar days after Notice of Intent to Award, a contract kick-off meeting will be scheduled between the State Contract Administrator and Contractor. At the contract kick-off meeting, the Contractor shall provide the following:

- Contractor Contract Manager Information (Section 3.3.5)
- Customer Service contact information and physical location (Section 3.3.6)
- Plan for maintaining SB/DVBE subcontractor commitments
- Completed PCRC Workbook information (if not submitted in proposal) (Section 3.1.5)
- Payee Data Record (Section 3.2.5)
- Copy of Seller Permit (Section 3.2.4)
- Preliminary sample of a pre-order quote (Section 3.3.10)

Contract award may be contingent on the completion of the items listed above. If a Contract Website/Electronic Quoting System is offered, Contractor shall provide the State Contract Administrator the final website for approval within thirty (30) calendar days after contract award.

3.3.4 State Contract Administrator (M)
The State Contract Administrator will be the contact person throughout the life of the contract, unless modified by contract supplement. Any modifications to the requirements contained in the contract may only be authorized by the State Contract Administrator or his/her designee through contract supplement.

3.3.5 Contractor Contract Manager (M)
The Contractor will assign a Contract Manager for contract management purposes. The Contract Manager will be the contact person throughout the life of the contract, unless modified by contract supplement. Contractor must immediately notify the State Contract Administrator of changes to the Contract Manager. The Contract Manager must be authorized to make decisions on behalf of the Contractor.

The Contract Manager is to be identified during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.3.6 Customer Service (M)
The Contractor will have a customer service unit that supports this contract. The customer service unit 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 respond to all inquiries within 24 hours.

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

Prior to contract award, Contractor shall provide customer service information during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

### 3.3.7 Problem Resolution (M)
The Contractor shall promptly notify the State Contract Administrator in writing of any unresolved issues or problems that have been outstanding for more than three (3) business days. The State Contract Administrator shall notify the Contractor of the same.

### 3.3.8 Promotional Materials (M)
All promotional materials or press releases referencing the contract shall be submitted to the State Contract Administrator for review and DGS approval prior to release.

### 3.3.9 Contract Website/Electronic Quoting System (NM)
An Electronic Quoting System will allow ordering agencies to generate and print a quote from the Contractor’s contract website. If offered, the system shall have the capabilities of providing an itemized quote as described in Section 3.3.10, Pre-Order Quote Requests. All prices quoted through the Electronic Quoting System shall be in accordance with the established Statewide contract prices.

An Electronic Quoting System is a non-mandatory requirement. Bidder’s willing to meet this requirement shall describe their capabilities in providing this system in Exhibit 3, Narrative Response. The State will review and determine acceptability of the Electronic Quoting System functions.

#### 3.3.9.1 Contractor Website Maintenance (M)
The website shall be updated upon permanent change of any contract items or pricing. All changes to the website must be submitted in writing to the State for review and approval. The website must include any changes to vehicle models per Section 3.1.3, Product Substitutions/Discontinued Items.

### 3.3.10 Pre-Order Quote Requests (M)
Upon request, Contractor shall provide an itemized quote to ordering agencies that contain, at minimum, the following information:

- Contractor letterhead
- Quote “prepared by” name and contact information
- Quote number
- Date of quote
- Ordering agency name
- Ordering agency contact person
• Contract number
• Contract line item number
• Quantity
• Description of item
• Manufacturer’s part number/SKU
• Contract unit price
• Vehicle options price (dealer cost plus up to 10%)
• Extended price (quantity x contract Price)
• Subtotals of taxable and non-taxable items
• Rate and calculated tax (based on Bill To address)
• Applicable fees (e.g., tire fees)
• Grand total

Quotes shall be generated and provided manually by the Contractor or using an approved Electronic Quoting System, if offered, per Section 3.3.9, Contract Website/Electronic Quoting System. Prior to contract award, Contractor shall provide a preliminary sample of a pre-order quote during the contract implementation period as identified in Section 3.3.3, Contract Implementation Period.

3.3.11 Order Acceptance (M)
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
• Contain non-contract items or items outside the scope of the contract
• 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 State Contract Administrator.

3.3.12 Purchase Execution (M)
State departments will submit orders directly to the Contractor via one of the ordering methods in accordance with Section 3.3.14, Ordering Methods.

Orders will be submitted using a Purchasing Authority Purchase Order (Std. 65) or using the Fi$Cal Purchase Order process.

Local governmental agencies may submit orders on their own purchase document directly to the Contractor via one of the ordering methods in accordance with Section 3.3.14, Ordering Methods.

3.3.13 Minimum Order (M)
The minimum order is one (1) vehicle.
3.3.14 Ordering Methods (M)
The Contractor shall accept orders through the following methods:

- Facsimile – A facsimile number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 8:00 AM and 5:00 PM (PT), Monday through Friday.
- Mail – Contractor must have the capability to receive orders by mail in place before the commencement of this contract.
- Email – An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.

Prior to contract award, Contractor shall provide ordering information during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.3.15 Order Acknowledgement (M)
The Contractor must 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)

3.3.16 Discontinued Vehicle Remedy (M)
Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (in accordance with Section 3.1.3, Product Substitutions/Discontinued Items)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.
3.3.17 Manufacturer Order Cut-Off

In the event a current model year vehicle does not immediately roll over to the next model year after an order cut-off date, the Contractor shall notify the State Contract Administrator as soon as that information becomes available. The Contractor shall provide an estimate of when orders for the next model year vehicle will be accepted.

3.3.18 Free on Board (F.O.B) Destination (M)

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

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

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

3.3.19 Delivery Locations (M)

Deliveries are to be made statewide from the factory to the Contractor’s place of business or a designated delivery location closest to the ordering agency. A designated or “courtesy” delivery location shall have the facilities to accommodate a pre-delivery service and inspection.

Ordering agencies have the option to receive vehicles at the Contractor’s designated business location or have it delivered to the location specified on the individual order. Appropriate delivery instructions shall be provided on the Purchase Order. Contractor shall contact the ordering agency if Purchase Order is submitted without specific delivery instructions.

Caravan or drive-away method of delivery from the factory to a Contractor’s designated business site is not acceptable unless agreed upon by the ordering agency.

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.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.**
When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are 10:00AM to 4:00PM local time.

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.

3.3.20 Delivery Schedules (M)
Delivery of vehicles shall be completed within one-hundred and fifty (150) calendar days after receipt of an 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 Section 3.3.15, 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 Section 3.3.15, Order Acknowledgement.

3.3.21 Security Requirements for Deliveries (M)
Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures to be followed for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

3.3.22 Pre-Delivery Checklist (M)
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.

3.3.23 Documents (M)
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
3.3.24 Inspection and Acceptance (M)
Inspection and acceptance shall be in accordance with the General Provisions, paragraph 16 titled Inspection, Acceptance and Rejection (Section 3.3.2, Contract Terms and Conditions – General Provisions (GSPD-401 Non-IT Commodities) revised 11/19/2021.

3.3.25 Receiving Inspection
Vehicles ordered for State use will be inspected by a State inspector at the dealer’s place of business or designated delivery location per Section 3.3.19, Delivery Locations.

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 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 contracts, specifications, and warranty. Specification requirement deviations detected by the owning department shall be corrected by the dealer in an expeditious manner at no expense to the owning department.

3.3.26 In-Service Notification (M)
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.

3.3.27 State Notification (M)
The dealer shall notify the State Contract Administrator in writing of any strike, plant shutdown, etc., that may result in eventual delivery delays.

3.3.28 Product Recall Procedures (M)
The Contractor shall provide recall notification in writing to each applicable ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, and complete instructions on recall procedures.
3.3.29 Invoicing (M)
Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

Ordering agencies may require separate invoicing, as specified by each ordering agency.

3.3.30 Payment (M)
State departments and local government agencies may pay by check or electronic funds transfer. Payments are to be made in accordance with paragraph 30 of the State’s General Provisions (Section 30, General Provisions – Non-IT Commodities, Rev. 11/19/2021).

3.3.30.1 State Financial Marketplace
The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing (using GS $Mart) or operating lease (using Lease $Mart) via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor will pay the supplier on behalf of the State for all product listed on the State's procurement document.

3.3.31 Restocking Fees
The Contractor may impose a restocking fee to the ordering agency on any order cancelled after the order has been placed with the manufacturer. The Contractor shall notify the ordering agency of the order placement per Section 3.3.15, Order Acknowledgment.

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

3.3.32 Reporting (M)
During the contract period, Contractor is required to submit the reports outlined in this section on a monthly basis. Reports shall contain at a minimum, the data elements identified in the State’s report templates as stated in Section 3.3.32, Reporting, and will be provided to the Contractor(s) upon award.

Reports shall be provided to the State Contract Administrator, in Excel format only via email or U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

Reports are required every month, including months of no new activity.
3.3.32.1 **Contract Usage Report (M)**

The Contract Usage Report shall detail all invoiced purchases against the contract by both State and local governmental agencies during the specified reporting period.

The state-provided report will contain the following elements:

- Supplier Contract Usage ID
- Ordering Agency Name
- State or Local Agency Identifier
- Purchasing Authority Number (for State Departments)
- Agency Billing Code
- Purchase Order Number
- Purchase Order Date
- Delivery Date
- Contract Line Item Number (CLIN)
- UNSPSC Code (Version 10)
- Manufacturer Part Number (OEM #)
- Manufacturer (OEM)
- SKU #/ID #
- Item Description
- Unit of Measure
- Quantity in Unit of Measure
- EPP (Y/N)
- Quantity
- List Price/MSRP
- Index Date/Catalog Version
- Contract Unit Price
- Contract Discount
- Extended Contract Price Paid
- Core/Non-Core
- Group ID/Segment ID

3.3.32.2 **Local Business Activity Report (M)**

The Local Business Activity Report shall detail all local governmental agencies invoiced purchases against the contract during the specified reporting period. In addition, a Local Governmental Agencies Incentive Fee is due to DGS-PD in accordance with Section 3.3.32.3, Local Governmental Agencies Incentive Fee. The Local Business Activity Report is separate from Section 3.3.32, Reporting.

The state-provided report will contain the following elements:

- Total Local Usage Purchase Order Date
- Total Purchase Amount (excluding taxes)
- Agency Contact Name
- Agency Telephone Number
- Agency Address
- Total Incentive Fee
- Column Name
- Supplier ID
- Local Governmental Agency Name
- Purchase Order Number
3.3.32.3 Local Governmental Agencies Incentive Fee (M)

For all local government agency transactions invoiced against the contract resulting from this solicitation, the Contractor will be required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight.

Local government agencies include cities, counties, and special districts empowered to expend public funds (PCC section 10298). Local government agencies also include government entities in other states, as well as California non-executive branch departments including the University of California and California State University.

This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the ordering agency. 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. Payment by the Contractor shall be made monthly to DGS-PD irrespective of reimbursement by each ordering agency.

Contractor shall submit a payment to the State of California, Department of General Services, for an amount equal to 1.25 percent of the total local government agency sales for the monthly reporting period less freight, taxes, returned products and credits. (Example, if the net local governmental agency sales for a month totals $100,000.00, the incentive fee due to DGS-PD would be $1,250.00.)

Failure to submit correct reports and payments on a timely basis shall constitute grounds for default of this contract. Reports and payments are due for the reporting period by the 15th day of the next month in a format to be prescribed by the DGS-PD. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)

Payment may be made in the form of an electronic payment using PD EPAY or by submitting a check payable to the State of California, Department of General Services. Along with each payment, a Contract Usage Report, filtered in Excel to include only local government agency sales, shall be submitted to the State Contract Administrator. The Contract Usage Report requirements are specified in Section 3.3.32.2, Local Business Activity Report.

To submit Incentive Fees through PD EPAY, users must register on the DGS-PD LPA Payment Portal (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal).

Incentive Fee payments made by check shall be submitted to the following address:
If a Contractor holds multiple contracts, the Contractor may submit one (1) check per month covering the DGS-PD incentive fee for the total of all local governmental agency purchases. In this case, a separate report is still required for each contract and a list of the total local governmental agency sales for each contract must be included with the check.

3.3.32.4 Small Business (SB)/ Disabled Veteran Business Enterprise (DVBE) Participation Report (M)

The SB/DVBE Participation Report shall detail all payments to Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) subcontractors during the specified reporting period.

Upon award, the State will provide the Contractor with a report template containing the following elements:

- Monthly Sales Total
- Monthly Participation total Identify Subcontractor as SB/MB/DVBE/NA
- Work performed or Product Provided
- SB Participation Amount
- DVBE Participation Amount
- Participation Payments to Subcontractors
- Payment Issued Date
- Ordering Agency Name
- Purchase Order Number
- Purchase Order Date
- Purchase Order total
- Subcontractor Name
- Subcontractor SB/DVBE Certification #Check number
- Payment Amount
- Monthly Participation

3.3.32.5 Aging Debt Report (M)

The Aging Debt Report must contain the outstanding invoices by State Department for the specified reporting period.

Upon award, the State will provide the Contractor with a report template containing the following elements:
• Department Name
• Total Current Debt
• Status of Debt:
  • Within Terms
  • Over Terms and Within 45 days
  • 46-60 Days
  • 61-90 Days
  • 91-120 Days
  • Over 120 Days

3.3.32.6 Ad Hoc Reporting (M)
The Contractor shall have the ability to provide ad hoc reporting capabilities at no cost to the State. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by an ordering agency or the State as a whole. The State or ordering agency may make copies of procurement data in any form and the use of such data shall not be restricted.

Dependent on future reporting requirements, the State may ask that certain reports become standard and delivered to the State on a monthly or quarterly basis.

The State reserves the right to request any additional data elements, as deemed necessary, to the reports listed in this section.

3.3.33 Contract Termination/Expiration Transition Plan (M)
The Contractor must agree to work with the State Contract Administrator to close out the contract. The Contractor will ensure that an efficient and effective transition takes place, including website closeout in accordance with Section 3.3.38, System Termination.

3.3.34 System Termination (M)
Upon termination or expiration of the contract awarded from this RFP the following will occur:

• All on-line offering systems and Electronic Catalog functions supported and/or available as part of the contract will cease and be removed from public viewing access without redirecting to another website.
• Customer data/user accounts acquired during the term of the contract shall be destroyed or returned to the State at the request of the State Contract Administrator.
• No references to the statewide contract shall be made after contract end on the Contractor's commercial website without permission by the State Contract Administrator.
• Hard copy catalogs and promotional literature shall be destroyed or returned to the State at the end of the contract term upon the request of the State’s Contract Administrator.
• All invoicing disputes and/or order tracking will be conducted through the Contractor's Customer Service Unit via telephone or email.
4. **Section 4 - Cost**

Cost evaluation will be based on the highest points earned as calculated according to the methodology outlined in Section 6, Evaluation.

The State’s intent is to structure the pricing format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing. Consequently, the State requires that each Bidder’s proposal be in the format outlined in this section. Therefore, Bidders are advised that failure to comply with the instructions listed in this section, such as submission of incomplete offers or use of alternative pricing structures or different formats than the one requested, may result in the rejection of their proposals for non-responsiveness.

It is imperative that no cost information be included in the body of the proposal. Cost information shall only be submitted in the Final Proposal, Volume 2 in accordance with Section 5, Proposal Format.

4.1 **Cost Information Guidelines**

Exhibit 1, Cost Workbook, contains the cost worksheet that the Bidders shall use to enter cost information. The following worksheets must be completed for each category/line item the Bidder is proposing:

- Category 1: Cars
- Category 2: Trucks
- Category 3: Vans & SUVs

4.1.1 **Prompt Payment Cash Discount**

Bidders may offer any Prompt Payment Cash Discount up to $500 per vehicle for payment within the proposed number of days on Exhibit 1, Cost Workbook. Proposed payment period of less than twenty (20) days will not be considered.

For this proposal, the cash discount payment period shall begin only after the vehicle has been delivered, inspected, 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 of the State warrant or check.

Any Prompt Payment Cash Discount proposed will be deducted from the Vehicle Contract Price for evaluation purposes only and will not change the actual Vehicle Contract Price.

4.1.2 **Quantities**

The quantities shown in Exhibit 1, Cost Workbook, are representative and used for evaluation purposes only. Actual purchases may vary from this pattern. The State will not guarantee that these quantities will be purchased. Consequently, there is no guaranteed dollar value for these contracts. The State will not be obligated to purchase Contractor’s excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in the RFP.
4.1.3 Required Information
Exhibit 1, Cost Workbook must be filled out completely for each line item that is bid or the proposal may be rejected. Yellow cells are mandatory and must be completed in each worksheet. Modifying any other cell in any worksheet may disqualify the Bidder.

4.1.4 Pricing/Discount Format
All dollar figures must be entered to no more than two (2) decimal places (e.g., $150.75). All percentages shall auto populate to be whole numbers (e.g., 75 percent).

4.1.5 Sales Tax
Sales tax is not to be included in the pricing on Exhibit 1, Cost Workbook. If awarded the contract, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate at the “Bill To” address on the Purchase Order.

4.2 Cost Workbook Instructions

4.2.1 Download and Save
- Download Exhibit 1, Cost Workbook, from the Cal eProcure (https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx), California State Contracts Register.
- Rename the file such that the Bidder is apparent and reference “cost”. Please limit the naming convention to no more than twenty-five (25) characters.
- After finalizing the Cost Workbook submit as specified in Section 5, Proposal Format.

4.2.2 Cost Workbook Completion
Exhibit 1, Cost Workbook, consists of a worksheet for each category (i.e., Cars, Trucks, and Vans & SUVs). Bidders are not required to bid on all line items.

Bidders shall input the following for each worksheet (in yellow cells provided):

- **Cash Discount for Payment Within:** The discount offered for payment within “x” amount of days (must meet requirements outlined in Section 4.1.2, Prompt Payment Cash Discount)
- **Bidder:** The Bidder’s name
- **Make:** The vehicle Make
- **Model:** The vehicle Model
- **Model Year:** The vehicle Model Year
- **Supplier Stock Keeping Unit Number (SKU#):** The unique supplier part number or SKU of the offered product if different than manufacturer part number. (Use manufacturer part number if the same)
- **Manufacturer Part Number:** The manufacturer’s part number for each offered product
- **Maintenance Plan List Price (MSRP):** Bidder’s independently verifiable public price available to the general public in US $ (i.e. catalog price). Any prices submitted for items shall contain no alterations whatsoever from those which are commercially offered by the manufacturer. Federal GSA prices shall not be accepted as MSRP's
- **Maintenance Plan Contract Unit Price**: The net price that bidder is offering to the State for the offered product. (This price should include price reductions from bidder’s List Price)

- **Vehicle List Price (MSRP)**: Bidder’s independently verifiable public price available to the general public in US $ (i.e. catalog price). Any prices submitted for items shall contain no alterations whatsoever from those which are commercially offered by the manufacturer.

- **Vehicle Contract Unit Price**: The net price that bidder is offering to the State for the offered product. (This price should include price reductions from bidder’s List Price)

- **Additional Options (Cost Plus) Contract Percent Charge**: The percentage to be charged above cost for additional options

### 4.3 Cost Submittal

Final pricing will be submitted as a separate attachment as specified in Section 5, Proposal Format.
5. **Section 5 – Proposal Format**

These instructions describe the mandatory proposal format and the approach for the development and presentation of proposal data. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied. Each Bidder is responsible for providing sufficient information and documentation for their RFP response to be thoroughly evaluated. Failure to do so may result in rejection of the proposal.

### 5.1 Proposal Delivery

Final proposals shall be submitted by the date and time specified in Exhibit 2, Key Action Dates.

### 5.2 Draft Proposal Format

Draft Proposals must be delivered by email and received by the date and time specified in Exhibit 2, Key Action Dates. Draft Proposals must be submitted as follows.

- Proposals shall be sent to [CMU@dgs.ca.gov](mailto:CMU@dgs.ca.gov).
- Proposals shall not be sent to any other mailbox.
- Only proposal submissions shall be sent to this mailbox.
- Emailed proposals should clearly identify in the Subject Line “Proposal Response for Event ID # 0000020793.”

### 5.3 Final Proposal Format

Proposals must be delivered by email and received by the date and time specified in Exhibit 2, Key Action Dates. Proposals received after this date and time will not be considered; therefore, it is the responsibility of the Bidder to make sure their proposal is received on time.

Proposals shall be submitted as follows:

- Proposals shall be sent to [CMU@dgs.ca.gov](mailto:CMU@dgs.ca.gov).
- Proposals shall not be sent to any other mailbox.
- Only proposal submissions shall be sent to this mailbox.
- Emailed proposals should clearly identify in the Subject Line “Proposal Response for Event ID # 0000020793.”

Emailed submissions should not exceed 10 megabytes (MB). The State’s mail server may automatically reject excessively large emails.

### 5.3.1 Electronic Document Formats

It is the Bidder’s responsibility to ensure that electronically submitted documents are readable by DGS-PD. Required documents should be submitted in Microsoft Word, Microsoft Excel, or PDF, unless otherwise requested. To ensure electronically submitted documents are readable, Bidders should submit electronic documents that meet the following standards:

- Microsoft – Office Suite Standard 2010 (Word, Excel, Power Point)
- Microsoft – Office Professional Plus 2010 (Word, Excel, Power Point, Access, OneNote, Publisher)
Electronic submissions not compatible with these standards and unable to be read may result in the proposal being rejected.

5.4 Final Proposal Content

Final Proposals shall include separate attachments for the following:

- Volume 1: Response to Requirements
- Volume 2: Cost Data

Volume 1: Response to Requirements

It is preferred that multiple documents for Volume 1: Response to Requirements, are combined into a single PDF attachment. If submitting separate Volume 1 attachments, “Volume 1” must be in the file name. (Example: “Volume 1, Response to Requirements”; or “Volume 1, Narrative Response”)

Cost information must not be included in any attachments for Volume 1: Response to Requirements.

Volume 2: Cost Data

The Volume 2 attachment must contain “Volume 2” in the file name. (Example: “Volume 2, Cost, Group Name(s)"

Zip Files are discouraged. Refer to Section 5.3.1, Electronic Document Formats for preferred document types.

5.4.1 Volume 1 - Response to Requirements

This volume must contain all responses to the bidding requirements of the RFP including any technical literature. All applicable forms, except cost data, must be completed and included in this volume.

No cost information should be contained in this volume. Bidder must leave blank or put “XXX” in place of any cost figures and percentages related to costs.

5.4.2 Volume 2 - Cost Data

This volume must contain the completed Exhibit 1, Cost Workbook only. Bidders must submit this volume as a separate attachment.

Pricing figures may not appear in Volume 1 – Response to Requirements. If any cost is included in Volume 1, the proposal may be deemed non-compliant.

5.4.3 Final Proposal Exhibits

Bidders shall include the following documents in the Final Proposal, or as required in the RFP:
Response to Requirements, Volume 1:

Required with Bid Response

<table>
<thead>
<tr>
<th>Description</th>
<th>Section</th>
<th>Exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement Cover Letter</td>
<td>2.3.4.5</td>
<td>N/A</td>
</tr>
<tr>
<td>Narrative Response</td>
<td>2.1.6</td>
<td>3</td>
</tr>
<tr>
<td>Technical Questionnaire</td>
<td>3.1.1.2</td>
<td>6</td>
</tr>
<tr>
<td>Authorized Dealer Letter (if applicable)</td>
<td>3.2.6</td>
<td>N/A</td>
</tr>
<tr>
<td>California Civil Rights Laws Certification</td>
<td>3.2.9</td>
<td>N/A</td>
</tr>
<tr>
<td>Iran Contracting Act</td>
<td>3.2.10</td>
<td>N/A</td>
</tr>
<tr>
<td>Bidder Declaration Form</td>
<td>3.2.13</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Required with Bid Response only if the Bidder and/or subcontractor is a certified SB/DVBE and/or Bidder is claiming a preference or incentive

<table>
<thead>
<tr>
<th>Description</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>DVBE Declaration Form (DGS PD 843)</td>
<td>3.2.13</td>
</tr>
<tr>
<td>TACP Standard Form (STD 830)</td>
<td>3.2.14</td>
</tr>
<tr>
<td>Manufacturer’s Summary of Contract Activities and Labor Hours Form (DGS/PD 525)</td>
<td>3.2.14</td>
</tr>
<tr>
<td>Bidder’s Summary of Contract Activities and Labor Hours Form (DGS/PD 526)</td>
<td>3.2.14</td>
</tr>
</tbody>
</table>

Request with Bid Response, required within five (5) days after notification from the State

<table>
<thead>
<tr>
<th>Description</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Literature</td>
<td>3.1.2</td>
</tr>
<tr>
<td>PCRC Workbook</td>
<td>3.1.5</td>
</tr>
<tr>
<td>Customer Reference Forms (two (2) total)</td>
<td>3.2.3</td>
</tr>
<tr>
<td>Darfur Contracting Act</td>
<td>3.2.8</td>
</tr>
<tr>
<td>Insurance Requirements</td>
<td>3.2.11</td>
</tr>
<tr>
<td>Federal Debarment Certification Form</td>
<td>3.2.12</td>
</tr>
</tbody>
</table>

Request with Bid Response, required during Contract Implementation

<table>
<thead>
<tr>
<th>Description</th>
<th>Section</th>
<th>Exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy of Seller’s Permit</td>
<td>3.2.3</td>
<td>N/A</td>
</tr>
<tr>
<td>Payee Data Record</td>
<td>3.2.4</td>
<td>N/A</td>
</tr>
<tr>
<td>Preliminary Sample of a Pre-Order Quote</td>
<td>3.3.10</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Cost Data, Volume 2:

<table>
<thead>
<tr>
<th>Description</th>
<th>Section</th>
<th>Exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Workbook</td>
<td>4.2</td>
<td>1</td>
</tr>
</tbody>
</table>

The State makes no warranty that the list of applicable documents and exhibits is a full and comprehensive listing of every requirement specified in the RFP. Checking off the items on the list does not establish your firm’s intent nor does it constitute responsiveness to the requirements. The list is only a tool to assist participating Bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of final proposals cannot be over emphasized.

The State requests that Bidders do not submit unnecessary documentation to your final proposal. The State expects only documentation which pertains to the requested/required information to be submitted as outlined in the RFP. Additional information not specific to the requirements of this RFP should not be submitted (e.g. company literature, marketing materials, etc.).
6. Section 6 - Evaluation
This section describes how the State plans to evaluate the responding proposals and identify the proposals that meet the RFP’s objectives. It is the State’s intent to conduct a comprehensive, impartial evaluation of all proposals received.

6.1 Receipt
Each proposal will be date and time marked as it is received and verified that all responses are properly identified. Emails will not be opened by the Procurement Official until the required proposal submission due date and time.

6.2 Evaluation of Final Proposals

6.2.1 Validation Against Requirements
The State’s proposal evaluation team (Team) will check each proposal’s Volume 1 – Response to Requirements in detail to determine its compliance to the RFP requirements. If a proposal fails to meet an RFP requirement, the State will determine if the deviation is material as defined in Section 2.1.1, Requirements. A material deviation will be cause for rejection of the proposal. If a deviation is determined to be immaterial, it will be processed as if no deviation had occurred.

Only those proposals that are administratively and technically compliant will proceed to the cost evaluation.

Volume 2 - Cost Data shall remain unopened until the evaluation of all technical and administrative requirements is completed. Cost data will only be opened for responsive proposals from responsible Bidders. A public cost opening will be held through Microsoft Teams. All participating Bidders and interested parties shall be notified as to the date and time of the public cost opening and a link to join the Microsoft Teaming meeting will be provided.

6.2.2 Cost Analysis
The required cost forms will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section 2.3.6.3, Errors in the Final Proposals.

6.2.3 Evaluation of Requirements
For evaluation purposes, certain requirements have been designated as scored requirements and will be scored in accordance with the criteria contained herein. All remaining mandatory requirements are not scored and will be evaluated on a pass/fail basis. A material deviation on a mandatory requirement whether or not it is scored will result in disqualification of the proposal.
6.3 Final Proposal Scoring Criteria

The Team will evaluate and score the responses of each Bidder's Final Proposal to determine a Total Score. The maximum points available are 1015, not including applicable preferences and incentives. The total score includes six (6) scoring categories:

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer References</td>
<td>10</td>
</tr>
<tr>
<td>Vehicle Purchase Price less Cash Discounts</td>
<td>600</td>
</tr>
<tr>
<td>Maintenance Plan Price</td>
<td>5</td>
</tr>
<tr>
<td>Cost of Fuel</td>
<td>200</td>
</tr>
<tr>
<td>GHG Rating</td>
<td>100</td>
</tr>
<tr>
<td>SMOG Rating</td>
<td>100</td>
</tr>
<tr>
<td><strong>Total Available Points</strong></td>
<td><strong>1015</strong></td>
</tr>
</tbody>
</table>

Points will be allocated as described in Exhibit 7, Vehicle Procurement Evaluation Methodology.

6.3.1 Preference Calculation

6.3.1.1 Small Business Preference Calculation

If the Small Business (SB) preference is to be applied to a California-certified Small Business’ Total Score, the following formula will be utilized:

- SB Preference Points = (Highest Non-Small Business Total Score) multiplied by (5 percent)
- SB Preference Points will be added to the total score of responsive proposals eligible to receive the preference.

Example:
Highest non-small business’ Total Score: 800 points
SB Preference: 800 points multiplied by 0.05 = 40 points
The 40 points would be added to the total score for all eligible Bidders

6.3.1.2 DVBE Incentive Calculation

If a DVBE Incentive is to be applied to a qualified Bidder’s total score, the Incentive amount applied to each proposal will be as shown in the California DVBE Bid Incentive Instructions (https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx).

6.3.1.3 TACPA Preference Calculations

The TACPA preference will be applied to a qualified Bidder’s total cost in accordance with Government Code Section 4530 et seq.
6.4 Selection and Award

The contract will be awarded by line item to the responsive and responsible Bidder with the highest total of points, including all applicable preference points.

The State reserves the right to make additional awards to the responsive and responsible Bidders if both of the following occur:

- The Bidder’s proposal is within 150 points of the highest scored proposal within each line item.
- The additional Bidder represents a different model than the highest scoring Bidder.

If award is made to more than one Bidder, ordering departments will have the authority to select either Contractor.

6.5 Negotiations

The State may elect to enter into negotiations pursuant to Public Contract Code §6611, if conditions exist.
7. **Section 7 - Demonstration**
   For the purpose of this RFP, demonstrations will not be required.
8. **Section 8 – Exhibits**
The following list identifies the applicable exhibits for this solicitation:

**8.1 Exhibits**

- Exhibit 1 Cost Workbook
- Exhibit 2 Key Action Dates
- Exhibit 3 Narrative Response
- Exhibit 4 Customer Reference Form
- Exhibit 5 Technical Specifications
- Exhibit 6 Technical Questionnaire
- Exhibit 7 Vehicle Procurement Evaluation Methodology
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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 in the most appropriate category for each vehicle

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 available as standard or optional equipment, 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
This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell’s cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.
Supplier’s Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier’s product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity’s site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier’s dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer’s warranty that extends beyond the expiration of the Supplier’s warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier’s authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier’s responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier’s Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity’s total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity’s requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be
returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell’s cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity’s authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity’s use of this Contract is at the Participating Entity’s sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier’s employees may be required to perform work at government-owned facilities, including schools. Supplier’s employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell
contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier’s acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity’s requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
• Maintenance and management of this Contract;
• Timely response to all Sourcewell and Participating Entity inquiries; and
• Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

• Participating Entity Name (e.g., City of Staples Highway Department);
• Participating Entity Physical Street Address;
• Participating Entity City;
• Participating Entity State/Province;
• Participating Entity Zip/Postal Code;
• Participating Entity Contact Name;
• Participating Entity Contact Email Address;
• Participating Entity Contact Telephone Number;
• Sourcewell Assigned Entity/Participating Entity Number;
• Item Purchased Description;
• Item Purchased Price;
• Sourcewell Administrative Fee Applied; and
• Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased.
by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier’s name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell’s Authorized Representative is its Chief Procurement Officer.

Supplier’s Authorized Representative is the person named in the Supplier’s Proposal. If Supplier’s Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys’ fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell’s responsibility will be governed by the State of Minnesota’s Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier’s trademarks in advertising and promotional materials for the purpose of marketing Supplier’s relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,
resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. **Use; Quality Control.**
   a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.
14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party’s reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.
The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers’ Compensation and Employer’s Liability.
   Workers’ Compensation: As required by any applicable law or regulation.
   Employer’s Liability Insurance: must be provided in amounts not less than listed below:
   - Minimum limits:
     - $500,000 each accident for bodily injury by accident
     - $500,000 policy limit for bodily injury by disease
     - $500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
   - Minimum Limits:
     - $1,000,000 each occurrence Bodily Injury and Property Damage
     - $1,000,000 Personal and Advertising Injury
     - $2,000,000 aggregate for Products-Completed operations
     - $2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms
no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. Umbrella Insurance. During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is
primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.


B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.
C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names
of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.


H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier’s personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier’s actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto Fleet Group

By: __________________________
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

By: __________________________
Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: __________________________
Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT
RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

<table>
<thead>
<tr>
<th>Vendor Details</th>
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<tbody>
<tr>
<td>Company Name: 72 HOUR LLC</td>
<td></td>
</tr>
<tr>
<td>Does your company conduct business under any other name? If yes, please state:</td>
<td>National Auto Fleet Group</td>
</tr>
<tr>
<td>Address: 490 Auto Center Drive</td>
<td></td>
</tr>
<tr>
<td>Watsonville, CA 95076</td>
<td></td>
</tr>
<tr>
<td>Contact: Jesse Cooper</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Jcooper@nationalautofleetgroup.com">Jcooper@nationalautofleetgroup.com</a></td>
<td></td>
</tr>
<tr>
<td>Phone: 951-440-0585</td>
<td></td>
</tr>
<tr>
<td>Fax: 831-840-8497</td>
<td></td>
</tr>
<tr>
<td>HST#: 263297677</td>
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<tr>
<td>Submitted On: Tuesday September 14, 2021 14:10:21</td>
<td></td>
</tr>
<tr>
<td>Submitted By: Jesse Cooper</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Jcooper@nationalautofleetgroup.com">Jcooper@nationalautofleetgroup.com</a></td>
<td></td>
</tr>
<tr>
<td>Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76</td>
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<tr>
<td>Submitter's IP Address: 76.81.241.2</td>
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Specifications

Table 1: Proposer Identity & Authorized Representatives

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<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as &quot;Supplier&quot;)</td>
<td>72 Hour LLC</td>
</tr>
<tr>
<td>2</td>
<td>Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.</td>
<td>WCAF, LLC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WCDJR, LLC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Automotive Inc</td>
</tr>
<tr>
<td>3</td>
<td>Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.</td>
<td>NAFG has numerous subsidiaries and DBA's including but not limited to:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>National Auto Fleet Group,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chevrolet of Watsonville,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Watsonville Ford</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Watsonville CDJR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Watsonville Fleet Group</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Chrysler Jeep Inc</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Chevrolet, Cadillac</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Buick, GMC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Auto Outlet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clewiston Motor Company, Inc</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Chrysler Dodge Ram Jeep</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Lincoln</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Ford</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Nissan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alan Jay Toyota</td>
</tr>
<tr>
<td>4</td>
<td>Proposer Physical Address:</td>
<td>490 Auto Center Drive</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Watsonville, CA 95076</td>
</tr>
<tr>
<td>5</td>
<td>Proposer website address (or addresses):</td>
<td><a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a></td>
</tr>
<tr>
<td>6</td>
<td>Proposer's Authorized Representative (name, title, address, email address &amp; phone) (The representative must have authority to sign the &quot;Proposer's Assurance of Compliance&quot; on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):</td>
<td>Jesse Cooper</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fleet Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1-855-289-6572</td>
</tr>
<tr>
<td></td>
<td></td>
<td>490 Auto Center Drive</td>
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<tr>
<td></td>
<td></td>
<td>Watsonville, CA 95076</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:Jcooper@nationalautofleetgroup.com">Jcooper@nationalautofleetgroup.com</a></td>
</tr>
<tr>
<td>7</td>
<td>Proposer's primary contact for this proposal (name, title, address, email address &amp; phone):</td>
<td>Jesse Cooper</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fleet Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1-855-289-6572</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:Jcooper@nationalautofleetgroup.com">Jcooper@nationalautofleetgroup.com</a></td>
</tr>
<tr>
<td>8</td>
<td>Proposer's other contacts for this proposal, if any (name, title, address, email address &amp; phone):</td>
<td>Clarke Cooper</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fleet Manager</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>Watsonville, CA 95076</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:ClarkeCooper@watsonvillefleetgroup.com">ClarkeCooper@watsonvillefleetgroup.com</a></td>
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Table 2: Company Information and Financial Strength

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
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</thead>
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Bid Number: RFP 091521  
Vendor Name: 72 HOUR LLC
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</td>
<td>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand’s fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group’s operational blueprint and business philosophy has always been the ‘4 RIGHT’s’ for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</td>
</tr>
<tr>
<td>10 What are your company’s expectations in the event of an award?</td>
<td>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached “marketing Plan Compressed” Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</td>
</tr>
<tr>
<td>11 Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</td>
<td>To demonstrate NAFG’s financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,000.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter’s for unparallel support from leading nationally recognized upfit suppliers such The Knaphide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer’s are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there’s a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</td>
</tr>
<tr>
<td>12 What is your US market share for the solutions that you are proposing?</td>
<td>Of our respective brands and OEM’s we represent, the US market share is estimated to be 60 – 75%.</td>
</tr>
<tr>
<td>13 What is your Canadian market share for the solutions that you are proposing?</td>
<td>It is difficult to estimate the market share for the brands and OEM’s we represent, however we estimate that it should be the same 60 -75% of the US share.</td>
</tr>
<tr>
<td>14 Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</td>
<td>No.</td>
</tr>
</tbody>
</table>
15 How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
   a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
   b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

National Auto Fleet Group is a dealer network best categorized as “A” - Distributor/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen. All orders are placed with the franchised dealer and ultimately filled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the “Related Certification” section uploaded to this RFP. It should be noted we do not sell used equipment to members.

16 If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.

CA Certificate of Good Standing 200824810190
State of Florida License Certificates:
VF/1000974/4
VF/1000950/1
VF/1046516/1
VF/1024619/2
VF/1024619/1
VF/1019615/1
VF/1021891/1
VF/1000974/3
VF/1105916/1
VF/1020705/1
VF/1000969/1
CA State Seller’s Permit 101-135239
CA State Seller’s Permit 248364864-00001
Department of Motor Vehicle, Vehicle Dealer/ License Number 97772
Department of Motor Vehicle, Vehicle Dealer License Number 97771
Department of Motor Vehicle, Vehicle Dealer License Number 43609
Bureau of Automotive repair Registration # ARD000296319 123120
CA State Seller’s Permit 232781952-00001
City of Watsonville Business License Number 1792
City of Watsonville Business License Number 4358
Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138
California General Resale Certificate
Dun & Bradstreet Number: 023680653
Government of The District of Columbia Certificate
Government of the District of Columbia Tax Registration # 7815888160711
City of Los Angeles Tax Registration
Government of The District of Columbia CLEAN HANDS CERTIFICATION
San Diego Freightliner Seller’s Permit
Commonwealth of Virginia State Corporation Commission Certificate
State of Maryland Good Standing Certificate
Kansas Department of Revenue for Kansas City Peterbilt
New Jersey Department of Treasury Registration Certificate
New Jersey Business Registration
Notice of Compliance of the Canton City Codified Ordinance
Employee Information Report for the State of New Jersey
State of Maryland New Sales and Use tax License
CA State Seller’s Permit 98-037902 00006
South Carolina Department of Motor Vehicles License Number 36133
State of South Carolina Retail License
Commonwealth of Kentucky Vehicle Dealer License 1583 20 100
State of West Virginia Dealer License
Commonwealth of Kentucky Vehicle Dealer License 1581 20 036
State of Tennessee Vehicle Dealer License

17 Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.

Not Applicable, none.
Table 3: Industry Recognition & Marketplace Success

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<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
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<tr>
<td>18</td>
<td>Describe any relevant industry awards or recognition that your company has received in the past five years</td>
<td>National Auto Fleet Group’s received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.</td>
</tr>
<tr>
<td>19</td>
<td>What percentage of your sales are to the governmental sector in the past three years</td>
<td>Within our fleet division, 90% of our contracts within the past three years have been with government accounts.</td>
</tr>
<tr>
<td>20</td>
<td>What percentage of your sales are to the education sector in the past three years</td>
<td>Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.</td>
</tr>
<tr>
<td>21</td>
<td>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</td>
<td>We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract’s 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.</td>
</tr>
<tr>
<td>22</td>
<td>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</td>
<td>National Auto Fleet Group’s focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.</td>
</tr>
</tbody>
</table>

Table 4: References/Testimonials

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

<table>
<thead>
<tr>
<th>Entity Name *</th>
<th>Contact Name *</th>
<th>Phone Number *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port of Los Angeles, CA</td>
<td>Mr. Dave Corben</td>
<td>310-72-3794</td>
</tr>
<tr>
<td>County of Ventura, CA</td>
<td>Mr. Jorge Brilla</td>
<td>805-672-2044</td>
</tr>
<tr>
<td>City of Austin, TX</td>
<td>Mr. Matt Sager</td>
<td>512-976-2637</td>
</tr>
<tr>
<td>County of San Joaquin, CA</td>
<td>Mr. David Myers</td>
<td>209-468-9745</td>
</tr>
<tr>
<td>City of Palo Alto, CA</td>
<td>Ms. Danitra Bahman</td>
<td>650-496-5920</td>
</tr>
</tbody>
</table>

Table 5: Top Five Government or Education Customers

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Entity Type *</th>
<th>State / Province *</th>
<th>Scope of Work *</th>
<th>Size of Transactions *</th>
<th>Dollar Volume Past Three Years *</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin</td>
<td>Government</td>
<td>Texas - TX</td>
<td>Purchaser</td>
<td>10-15 Vehicles at once, Vans and SUVs</td>
<td>Over 1M</td>
</tr>
<tr>
<td>Los Angeles Department of Water and Power</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 120 Vehicles, Vans and SUVs</td>
<td>Over 3M</td>
</tr>
<tr>
<td>Port of Los Angeles</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 80 Trucks, Vans and SUVs</td>
<td>Over 2M</td>
</tr>
<tr>
<td>Anne Arundel County</td>
<td>Government</td>
<td>Maryland - MD</td>
<td>Purchaser</td>
<td>Over 40 Trucks, Vans and SUVs</td>
<td>Over 1M</td>
</tr>
<tr>
<td>City of San Diego</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 500 Trucks, Vans, SUV</td>
<td>Over 15M</td>
</tr>
</tbody>
</table>

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Sales force.</td>
<td>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</td>
</tr>
<tr>
<td>Bid Number: RFP 091521</td>
<td>Vendor Name: 72 HOUR LLC</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>26</strong> Dealer network or other distribution methods.</td>
<td>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMs previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</td>
<td></td>
</tr>
<tr>
<td><strong>27</strong> Service force.</td>
<td>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</td>
<td></td>
</tr>
<tr>
<td><strong>28</strong> Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</td>
<td>The 15 manufacturers we represent have thousands of service locations that would be easily accessible to all our members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</td>
<td></td>
</tr>
<tr>
<td><strong>29</strong> Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</td>
<td>To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</td>
<td></td>
</tr>
</tbody>
</table>

How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location. |

The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. |

Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location. |

To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: |

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Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location. |

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Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location. |
Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.

Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.

The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
</table>
| 35        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the “Car Salesperson” mentality which is often a negative perception of customer service. NAFG’s goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the current vehicle through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in to request a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks. "
"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that uplifted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase."

"I had a member request a 3/4 ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else."

"We work with many body companies to assist customers with the body uplifting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body lifters. I contacted the body company representative and put in a request to expedite the uplifting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers’ impressions on their experience. NAFOG’s goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFOG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other’s products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFOG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFOG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFOG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recirculation of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFOG Partner Website to further increase business growth. The website www.nafogpartner.com is expected to launch next year in 2022. The site encourages body uplifting companies throughout the United States to partner up with NAFOG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with uplifting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFOG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body uplifting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFOG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFOG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFOG.
Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website. LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as those that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.

National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:

Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.

How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.

In-Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.

ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.

Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.

Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.

Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.

NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.

Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.

In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?

Sourcewell’s mission states: “Our commitment to service and exceeding client expectations.” This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.

Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.

The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.

Sourcewell’s aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.

Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients’ purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.
Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.

We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.

Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.

If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.

Table 8: Value-Added Attributes

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</td>
<td>National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.</td>
</tr>
<tr>
<td>40</td>
<td>Describe any technological advances that your proposed products or services offer.</td>
<td>Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.</td>
</tr>
<tr>
<td>41</td>
<td>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</td>
<td>National Auto Fleet Group helps create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at <a href="http://www.DriverFleet.org">www.DriverFleet.org</a></td>
</tr>
<tr>
<td>42</td>
<td>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, lifecycle design (cradle-to-cradle), or other green/sustainability factors.</td>
<td>NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.</td>
</tr>
<tr>
<td>43</td>
<td>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</td>
<td>NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram, Jeep, Dodge, Chrysler stores are jointly owned and operated by Minorities.</td>
</tr>
<tr>
<td>44</td>
<td>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</td>
<td>National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.</td>
</tr>
</tbody>
</table>
### Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Do your warranties cover all products, parts, and labor?</td>
<td>Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File “All 15 Manufactures”.</td>
</tr>
<tr>
<td>46</td>
<td>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</td>
<td>Prior to purchase, members should be aware of each manufacturer’s restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM’s warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.</td>
</tr>
<tr>
<td>47</td>
<td>Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?</td>
<td>In some cases, manufacturers will tow a member’s vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.</td>
</tr>
<tr>
<td>48</td>
<td>Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?</td>
<td>This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.</td>
</tr>
<tr>
<td>49</td>
<td>Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?</td>
<td>All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.</td>
</tr>
<tr>
<td>50</td>
<td>What are your proposed exchange and return programs and policies?</td>
<td>If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.</td>
</tr>
<tr>
<td>51</td>
<td>Describe any service contract options for the items included in your proposal.</td>
<td>NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.</td>
</tr>
</tbody>
</table>

### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>Describe any performance standards or guarantees that apply to your services</td>
<td>The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.</td>
</tr>
<tr>
<td>53</td>
<td>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</td>
<td>NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.</td>
</tr>
</tbody>
</table>

### Table 10: Payment Terms and Financing Options

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>54</td>
<td>Describe your payment terms and accepted payment methods?</td>
<td>Standard payment terms are Net 20, with a 10 – day grace period.</td>
</tr>
<tr>
<td>55</td>
<td>Describe any leasing or financing options available for use by educational or governmental entities.</td>
<td>In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called “NCL Sample Lease” in the “Member Walk Through” Zip file.</td>
</tr>
<tr>
<td>56</td>
<td>Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.</td>
<td>National Auto Fleet Group’s transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.</td>
</tr>
<tr>
<td>57</td>
<td>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</td>
<td>Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member.</td>
</tr>
</tbody>
</table>
Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewe Price and Product Change Request Form.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>58</td>
<td>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewe discounted price) on all of the items that you want Sourcewe to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</td>
<td>National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles that members wish to add. Details are located on the Price Summary Page in the Price File.</td>
</tr>
</tbody>
</table>
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRMP or list, state the percentage or percentage range. | NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the “Price File” zip Each Manufacture Range is detailed in the tabs below, here is an overview  
Chevrolet from -.077 to 24.45 %  
Ford Motor Company from -5.19 to 23.31 %  
GMC from 6.14 to 22.45 %  
Ram from 4.99 to 14.23 %  
Dodge from 3.09 to 9.96 %  
Jeep from 1.38 to 4.17 %  
Chrysler from 1.65 to 4.85 %  
Toyota from .03 to 8.88 %  
Honda from 1.34 to 4.9 %  
Nissan from -.085 to 14.61 %  
Buick from 2.36 to .08  
Kia from .69 to 8.39 %  
BMW from 3.8 to 4.77 %  
Cadillac from 4.22 to 6.77 %  
Volkswagen from 2.17 to 2.46 %  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer. | If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes. |
| 61        | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | “Open Market” products or “Sourced Goods” will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable. |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member’s quote. |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewe participating entity, describe in detail the complete freight, shipping, and delivery program. | All manufactures charge a standard “Factory Destination Charge”. However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase. |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase. |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal. | National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users. |

Table 12: Pricing Offered

<table>
<thead>
<tr>
<th>Line Item</th>
<th>The Pricing Offered in this Proposal is: *</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>66</td>
<td>c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.</td>
<td>NAFG Strives to offer the best overall value to the member with each and every quote.</td>
</tr>
</tbody>
</table>
### Table 13: Audit and Administrative Fee

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>67</td>
<td>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor remits all sales under the Contract each quarter, and that the Vendor supports your ability to report quarterly sales to Sourcewell as described in the Contract template.</td>
<td>Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a streamlined and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.</td>
</tr>
<tr>
<td>68</td>
<td>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</td>
<td>One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.</td>
</tr>
<tr>
<td>69</td>
<td>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)</td>
<td>NAFG will submit $300 per vehicle purchased through NAFG and $200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.</td>
</tr>
</tbody>
</table>

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</td>
<td>NAFG has provided a “Model Roll Out” Charts in the “Price File” zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG’s platform can add any uplift of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all uplifts can be added to any one of our vehicles through one of our uplift partner suppliers or by an uplift supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.</td>
</tr>
<tr>
<td>71</td>
<td>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</td>
<td>National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File “All 15 Manufacturers”. These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle “Uplifts” detailed for members in the price file.</td>
</tr>
</tbody>
</table>

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Category or Type</th>
<th>Offered</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</td>
<td>Automobiles</td>
<td>☑ Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>73</td>
<td>Sport Utility Vehicles</td>
<td>☑ Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>74</td>
<td>Vans</td>
<td>☑ Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>75</td>
<td>Trucks</td>
<td>☑ Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>76</td>
<td>Vehicles described in Lines 72-75 above for Public Safety applications</td>
<td>☑ Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>77</td>
<td>Conventional internal combustion models</td>
<td>☑ Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>78</td>
<td>Natural gas or propane autogas, hybrid, or alternative fuel models</td>
<td>☑ Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>79</td>
<td>Electric powered models</td>
<td>☑ Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
</tbody>
</table>

---

Bid Number: RFP 091521

Vendor Name: 72 HOUR LLC
Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

<table>
<thead>
<tr>
<th>Contract Section</th>
<th>Term, Condition, or Specification</th>
<th>Exception or Proposed Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- **Pricing** - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- **Marketing Plan/Samples** - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- **WMBE/MBE/SBE or Related Certificates** - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- **Warranty Information** - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- **Upload Additional Document** - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54
PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

   1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

   2. Included on the government-wide exclusions list in the United States System for Award Management found at: https://sam.gov/SAM; or

   3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

- Yes  - No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

<table>
<thead>
<tr>
<th>File Name</th>
<th>I have reviewed the below addendum and attachments (if applicable)</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521</td>
<td></td>
<td>1</td>
</tr>
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<td></td>
<td></td>
</tr>
<tr>
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<td>2</td>
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<td>1</td>
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<td>Thu August 5 2021 03:58 PM</td>
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</tr>
</tbody>
</table>

Bid Number: RFP 091521  
Vendor Name: 72 HOUR LLC
RFP #060920
REQUEST FOR PROPOSALS
for
Class 4-8 Chassis with Related Equipment, Accessories, and Services

Proposal Due Date: June 9, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published: April 16, 2020

Pre-proposal Conference: May 19, 2020 10:00 a.m., Central Time

Question Submission Deadline: June 2, 2020, 4:30 p.m., Central Time

Proposal Due Date: June 9, 2020, 4:30 p.m., Central Time

Opening: June 9, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. “OPENING”
I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell’s solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell’s Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors’ potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell’s contracts are available for use by:
- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell’s contracts are available for use by:
- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country’s listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services, including, but not to be limited to:

   a. Chassis and cabs as classified by gross vehicle weight ratings (GVWR):
Class 4: 14,001-16,000 lbs  
Class 5: 16,001-19,500 lbs  
Class 6: 19,501-26,000 lbs  
Class 7: 26,001-33,000 lbs  
Class 8: 33,001+ lbs

b. A wide range of Class 4-8 chassis types and classifications, including conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered Class 4-8 Chassis.

c. Proposers may include Class 3 chassis provided that they are complementary to Proposer’s offering of Class 4-8 chassis.

d. Proposers may include related equipment, accessories, and services to the extent that the solutions are an incidental portion of the response.

2. The primary focus of this solicitation is on Class 4-8 Chassis with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:

a. Transit buses.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. School Buses with Related Supplies, Parts and Services (RFP #102115); and
b. Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #120716).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.
Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $150 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer’s sales force will be the primary source of communication with Participating Entities. The Proposer’s Marketing Plan should demonstrate Proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer’s sales and service capabilities. It is expected that Proposer will promote and market any contract award.
G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.

2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer’s information and may request clarification from a Proposer, including samples of the proposed equipment or products.

3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

4. A Proposer’s documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor’s published “List Price,” as well as the “Contract Price.”
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer’s ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;

3. Stated in U.S. and Canadian dollars (as applicable); and

4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity’s location).
Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. **ADMINISTRATIVE FEES**

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

**IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer’s Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell’s sole discretion, the contract award may be revoked.

**V. RFP PROCESS**

A. **PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal.
purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer’s proposal status to INCOMPLETE. The Proposer can view this status change in the “MY BIDS” section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer’s Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION
Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late proposals will not be considered. It is the Proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.
G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
  - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):
C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:
- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:
- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
• Independently verify any information provided in a Proposal;
• Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity’s state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
• Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
• Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
• Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
• Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer’s responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.
Addendum No. 1
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:
Do you have a list of specifications for both the vehicles and equipment needed?

Answer 1:
Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

Question 2:
How are delivery charges handled at the time of order? Is there a list of potential destinations?

Answer 2:
It is left to the discretion of each proposer to propose a method for delivery charges that fits with their business practices. Proposals are evaluated based on the criteria stated in the RFP.

Sourcewell participating entities include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.
Question 3:

How do I join the Pre-proposal conference on May 19, 2020?

Answer 3:

Refer to Section V. A. of the RFP for additional detail on the pre-proposal conference. All entities that have registered for this solicitation opportunity in the Sourcewell Procurement Portal will receive log-in instructions via email two business days prior to the webcast.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/16/2020, is required at the time of proposal submittal.
4/22/2020

Addendum No. 2
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Will this bid be awarded by Class and Fuel type within that class? For example, separate awardees for Class 4 Gasoline, Class 4 Electric, Class 4 CNG, Class 4 Propane, Class 4 Diesel?

**Answer 1:**

Sourcewell is seeking “… the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities ” (see, RFP Section II. B.). A Proposer should submit their complete line of equipment, products, or services that are applicable to the scope. Depending on the responses received, Sourcewell may need to organize responses into subcategories, and awards may be based on a subcategory (see, RFP Section II. G. 1 & 3). However, Sourcewell typically does not find it necessary to award by subcategory.

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**Question 2:**

Will it now be mandatory for a Saskatchewan Rural Municipality to use this system to purchase class 4 - 8 trucks?

**Answer 2:**

- Refer to RFP Section I. B., “…Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.”
Question 3:

Are the references that are to be submitted, required to be an existing participating entity of Sourcewell?

Answer 3:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from “three customers who are eligible to be Sourcewell participating entities.”

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/22/2020, is required at the time of proposal submittal.
4/29/2020
Addendum No. 3
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In demonstrating Financial Strength as part of Question 9, will the supporting documents provided, end up in the public domain or is this just for Sourcewell internal use only?

Answer 1:

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/29/2020, is required at the time of proposal submittal.
5/4/2020

Addendum No. 4
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Would we be allowed to just bid the equipment we manufacture as we do not manufacture chassis?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell’s requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/4/2020, is required at the time of proposal submittal.
5/12/2020

Addendum No. 5
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

How will the Administrative Fees for the resulting contracts from this RFP be determined? At what percentage rate or what flat fee can we expect to be charged?

**Answer 1:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.
Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is Sourcewell responsible for the registration of vehicles, or for the determination and collection of State/Provincial or Federal taxes due, on participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

**Answer 1:**

No, Sourcewell is not involved in vehicle registration, or tax determination or collection, for participating entity transactions under the awarded contracts. A Proposer is to identify any transaction costs or fees that are not included in equipment pricing as described in RFP Section III. A. – Pricing and in template Contract Section 3. A. – Pricing. To the extent that a participating entity may be exempt from taxes or fees, the participating entity is responsible for providing a tax exemption certificate as described in template Contract Section 3. B. – Sales Tax.

**Question 2:**

Is Sourcewell financially responsible for participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

**Answer 2:**

Participating entities are solely responsible for payment. See template Contract Section 6. A. – Participating Entity Use and Purchasing.
**Question 3:**

Does Sourcewell bear the risk of loss in the event that a vehicle is damaged or stolen, or a transaction is terminated, before title passes to the participating entity?

**Answer 3:**

No. Transactions under the contract are between the participating entity and the awarded vendor. Sourcewell has no liability for a participating entity’s transaction or payment, and bears no risk of loss in the events described.

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**End of Addendum**

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/13/2020, is required at the time of proposal submittal.
5/18/2020

Addendum No. 7
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:
What will be the effective dates (start and ending) for pricing submitted with the bid? Will that time frame be consistent for the 3 remaining annual periods?

Answer 1:
Refer to Section 3. - Pricing and Section 4. – Product and Pricing Change Requests, in the Sourcewell template Contract (available on the Sourcewell Procurement Portal), for guidance on pricing during the term of awarded contracts.

Question 2:
To what extent will Sourcewell make public the pricing files (IE: data books) supplied by bidders?

Answer 2:
Refer to RFP Section VI. E. - Disposition of Proposals for guidance on pricing material submitted in response to the RFP and applicable public data laws.

Question 3:
Can respondents to the solicitation expect that references provided to Sourcewell will not become public?

Answer 3:
Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.
**Question 4:**

For a Proposer that is a dealer representing multiple OEM brands, some of which will be submitting a response and some of which will not be submitting a response to the Sourcewell RFP, do we leave out our OEM’s who are responding from our proposed solution?

**Answer 4:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the equipment, products, and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/18/2020, is required at the time of proposal submittal.
5/21/2020

Addendum No. 8
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is expected in the Marketing Plan requirement? Is the marketing plan to be reviewed by the agency?

Answer 1:

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

Question 2:

Will the Marketing Plan be given to participating entities? Or is this just for Sourcewell?

Answer 2:

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

Question 3:

Will the agency/customer be willing to sign an NDA in order for a vendor to share technical specification details?

Answer 3:

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.
Question 4:
Will the agency accept redlines on the contract during the procurement process?

Answer 4:
Refer to RFP Section IV. - Contract for guidance on the process for requesting a modification to the template contract terms, conditions, or specifications.

Question 5:
Is the administrative fee set or is this fee negotiable prior to the award or when awarded?

Answer 5:
Refer to Addendum 5, Answer 1, posted to the Sourcewell Procurement Portal on May 12, 2020.

Question 6:
What marketing support does Sourcewell provide to an awarded vendor after a contract is issued?

Answer 6:
Refer to the “Sourcewell Vendor Resources” link provided on the Sourcewell Procurement Portal “Bids Homepage.”

Question 7:
Are all cutaway passenger buses considered a transit bus, regardless of size, for this solicitation?

Answer 7:
Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell’s requested equipment, products, and services as described in RFP Section II. B. (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.
**Question 8:**

Will purchase orders originate from Sourcewell or the participating entity?

**Answer 8:**

Refer to RFP Section I. B. – Use of Resulting Contracts, for additional guidance on the order process.

**Question 9:**

Do we need to register with the Secretary of State for a certificate to transact business in the State of MN?

**Answer 9:**

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of the Minnesota Secretary of State is not a mandatory submittal requirement for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/21/2020, is required at the time of proposal submittal.
5/26/2020

Addendum No. 9
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Federal and State incentives typically apply when quoting electric-powered truck chassis. Should we quote prices before incentives with a note that we will apply any applicable incentives? If not, how do you suggest we handle this issue?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/26/2020, is required at the time of proposal submittal.
5/27/2020

Addendum No. 10
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can Sourcewell Participating Entities include US or Canadian Federal entities?

**Answer 1:**

Refer to RFP Section I. B. Use of Resulting Contracts for information on Sourcewell Participating Entities.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/27/2020, is required at the time of proposal submittal.
6/3/2020

Addendum No. 11
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we attach videos & power points, if so, how do we accomplish this? What size videos or product literature is permitted on each attachment?

Answer 1:

All relevant information should be included in the proposal (RFP Section II., G.). It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. The maximum upload size is 500 MB per upload, however, items may be combined in a zipped file format should they exceed the 500 MB limit.

Question 2:

Is there a way to download our Table responses to a hard copy for proof reading?

Answer 2:

After selecting “Start Submission,” a proposer may navigate to Step 4 – “Preview Bid” and select “Preview My Bid in PDF,” if a downloadable PDF of the questionnaire tables is desired.

Question 3:

Table 8 Value Added Attributes - 40. Please define what a hub partner constitutes?
Answer 3:

A hub partner is identified as a historically underutilized business partner. Examples of historically underutilized businesses are listed in Table 8, Question 40.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.
This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell’s cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor’s Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in
Vendor’s product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity’s site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor’s dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the Vendor’s warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor’s authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor’s responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor’s Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity’s total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity’s requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.
Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.
A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell’s cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity’s authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity’s use of this Contract is at the Participating Entity’s sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor’s employees may be required to perform work at government-owned facilities, including schools. Vendor’s employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor’s acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity’s order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity’s requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of $400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and $200 multiplied by the number of trucks purchased by Participating Entities from Vendor’s partner dealer Alan Jay Automotive in Florida, during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.
Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell’s Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys’ fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused
by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor’s Trademarks in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and
promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.
   a. Sourcewell must not alter Vendor’s Trademarks from the form provided by Vendor and must comply with Vendor’s removal requests as to specific uses of its trademarks or logos.
   b. Vendor must not alter Sourcewell’s Trademarks from the form provided by Sourcewell and must comply with Sourcewell’s removal requests as to specific uses of its trademarks or logos.
   c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s Trademarks only in good faith and in a dignified manner consistent with such party’s use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.
17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party’s reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:
• Exercise any remedy provided by law or equity, or
• Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Workers’ Compensation and Employer’s Liability.**
   
   Workers’ Compensation: As required by any applicable law or regulation.
   Employer’s Liability Insurance: must be provided in amounts not less than listed below:
   - **Minimum limits:**
     - $500,000 each accident for bodily injury by accident
     - $500,000 policy limit for bodily injury by disease
     - $500,000 each employee for bodily injury by disease

2. **Commercial General Liability Insurance.** Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
   - **Minimum Limits:**
     - $1,000,000 each occurrence Bodily Injury and Property Damage
     - $1,000,000 Personal and Advertising Injury
     - $2,000,000 aggregate for Products-Completed operations
     - $2,000,000 general aggregate

3. **Commercial Automobile Liability Insurance.** During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
   - **Minimum Limits:**
     - $1,000,000 each accident, combined single limit
4. **Umbrella Insurance.** During the term of this Contract, Vendor will maintain umbrella coverage over Workers’ Compensation, Commercial General Liability, and Commercial Automobile.
   Minimum Limits:
   $2,000,000

5. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.** During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor’s professional services required under this Contract.
   Minimum Limits:
   $2,000,000 per claim or event
   $2,000,000 – annual aggregate

6. **Network Security and Privacy Liability Insurance.** During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
   Minimum limits:
   $2,000,000 per occurrence
   $2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days’ prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.
C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETentions. Any self-insured retention in excess of $10,000 is subject to Sourcewell’s approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs.
operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.


B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work
Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q,) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.


H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right
also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
By: Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 8/3/2020  |  5:08 PM CDT

72 Hour LLC dba: National Auto Fleet Group
By: Jesse Cooper
Title: Fleet Manager
Date: 8/3/2020  |  2:06 PM CDT

Approved:
By: Chad Coauette
Title: Executive Director/CEO
Date: 8/3/2020  |  5:13 PM CDT
# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

## Vendor Details

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>72 HOUR LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Auto Fleet Group</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>490 Auto Center Drive</td>
</tr>
<tr>
<td></td>
<td>Watsonville, CA 95076</td>
</tr>
<tr>
<td>Contact:</td>
<td>Jesse Cooper</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Jcooper@nationalautofleetgroup.com">Jcooper@nationalautofleetgroup.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>951-440-0585</td>
</tr>
<tr>
<td>Fax:</td>
<td>831-840-8497</td>
</tr>
<tr>
<td>HST#:</td>
<td>263297677</td>
</tr>
</tbody>
</table>

## Submission Details

| Created On:            | Friday April 17, 2020 10:02:43 |
|Submitted On:           | Tuesday June 09, 2020 00:25:02  |
|Submitted By:           | Jesse Cooper                     |
|Email:                  | Jcooper@nationalautofleetgroup.com|
|Transaction #:          | 42f514a4-eaaa-46d1-a264-1de559e88b95|
|Submitter's IP Address: | 76.81.241.2                      |
Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation).

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposer Legal Name (and applicable d/b/a, if any): 72 Hour LLC, DBA: National Auto Fleet Group</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Proposer Address: 490 Auto Center Drive                                   Watsonville CA, 95076</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Proposer website address: <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a></td>
<td></td>
</tr>
</tbody>
</table>
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):  
Jesse Cooper 1-855-289-6572  
Fleet Manager  
490 Auto Center Drive  
Watsonville, CA 95076  
Jcooper@nationalautofleetgroup.com |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  
Jesse Cooper 1-855-289-6572  
Fleet Manager  
490 Auto Center Drive  
Watsonville, CA 95076  
Jcooper@nationalautofleetgroup.com |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):  
Clarke Cooper 1-855-289-6572  
Fleet Manager  
490 Auto Center Drive  
Watsonville, CA 95076  
Clarkecooper@wondries.com |

Table 2: Company Information and Financial Strength

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
</table>
| 7         | Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.  
NAFG, was originally established in 1987 when we went by Wondries Fleet Group  
located in Southern California. Starting with a single automobile dealership, my father Clarke Cooper has grown our network to over 35 dealerships both in and outside of California. We have always hired and promoted from within our organization to help promote our culture. Most of our Fleet Division Managers who started with us back in 1987 are still with us today.  
We have evolved over the decades to adapt to the improving industry technology to the advancement of once gas-powered vehicles to now fuel cell powered. Even in today’s fast changing marketplace, our core values have never changed. Our core values are: Always do what’s right for the customer, you take care of them and they will take care of you.  
Our Business philosophy has always been the 4 RIGHT’S to every client: Deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place and the RIGHT price.  
Our longevity can best be displayed with a few statements. We are and have always been family owned and operated. We have deep family roots in the automobile business with future generations in the infant stages today. We plan on leading our industry for decades to come. |

Bid Number: RFP 060920  
Vendor Name: 72 HOUR LLC
8. What are your company’s expectations in the event of an award?

If awarded another Sourcewell Contract, this would be our 4th and like our prior 3 contracts we will grow yet again by compounding our knowledge and customer service experience we have gained from serving members from across our great nation yet again to new heights. We want to grow our divisions with more staff and particularly grow our Partner Program which is detailed in the Zip file in the additional Documents upload. Our Partner program allows members to suggest and even recommend there local upfitters to NAFG to partner on any turn key quote. We see a tremendous value in giving the ability to the member to supply the upfitter of there choice to NAFG in order to provide a 100% turn key solution.

9. Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.

We have uploaded the following under the section: Financial Strength: Bank commitment letters that we have been utilizing with our current Sourcewell Contracts which extend a direct line of credit up to $43,000,000 and more if needed to serve member needs.

Market Success with copies of recent current contracts of over $140,000,000 worth of products and goods from a direct result of our current Sourcewell Contracts which are:

1. City of San Diego, CA $72,000,000 contract under our Sourcewell Contract 120716-NAF.
2. City of San Diego, CA $55,400,000 contract under our Sourcewell Contract 081716-NAF.
3. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.
5. City of Los Angeles Harbor, CA Contract Extension to $4,500,000 contract under Sourcewell Contract 120716-NAF.
6. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF.
7. City of Los Angeles Harbor, CA Renewal for another $1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.
8. City of Costa Mesa, CA Contract for $1,023,220 under our Sourcewell Contract 120716-NAF.
9. Blanket Contract with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.
10. Blanket Contract with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.

Commitment Letter’s for 5 years’ worth of continued unwarily support from large national upfit suppliers such as The Knaphede Manufacturing Company with it's distributor base nation wide down to regional support from Phenix Truck Body in Southern CA as an example. All of which currently help support our current members clients with current and past orders they have had with NAFG.

We have Member Recommendations attached showing not only does NAFG practice with we preach, but Member’s can stand behind NAFG as well.

We have Uplifter Recommendations as well to show not only NAFG is a good partner for members but also a good partner to partner with. Not only does taking care of the member just involve the dealer, it also must and will always include the upfitter along with the entire supply chain. All of which goes towards serving the members.

We have provided documentation of the State of Maryland adopting our current Class 6, 7 and 8 contract demonstrating our ability to go after and show States there’s a better way of doing business.

Lastly, we have shown our Growth we have had with Sourcewell from 2012 when we were first awarded. We hope this only shows the trajectory of where we are expecting to take our future expectations.

10. What is your US market share for the solutions that you are proposing?

Our US Market Share for the products and Model’s we are offering is roughly 70-80% as the 11 manufacturers represent. NAFG market share is roughly estimated 2% of Government Fleet Sales.

11. What is your Canadian market share for the solutions that you are proposing?

NAFG current Canadian market share is zero, however plans are in place to aggressively go after the Canadian market.


No.
### 13 How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

NAFG is best described as "A" a Distributor/Dealer/Reseller/Dealer Partner for the 11 Manufacturers contained in our response: Ford Motor Company, RAM, Chevrolet, Hino, Isuzu, International, Volvo, Freightliner, Western Star, Mack, Kenworth and Peterbilt. All orders are placed with franchised dealerships and ultimately titled to the member. All our appropriate certificates can be viewed in the "Related Certification" section for either our dealerships direct or our partner dealers you will find all appropriate certificates. We do not sell used equipment to the members. As well you will find NAFG has named our dealer partners as additional insured under our policy.

### 14 If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

A Dealer License and Franchise agreement issued by the Manufacture, Department of Motor Vehicles License along with a Reseller's permit are the most pertinent licenses to hold. In the attachment in section "Related Certification" you will find the following either as a solely owned entity or by our partner dealer we jointly hold: IRS Approved FET Number

- CA State Seller's Permit 101-135239
- CA State Seller's Permit 245364864-00001
- Department of Motor Vehicle, Vehicle Dealer/ License Number 97772
- Department of Motor Vehicle, Vehicle Dealer License Number 97771
- Department of Motor Vehicle, Vehicle Dealer License Number 43609
- Bureau of Automotive repair Registration # ARD00296319 123120
- CA State Seller's Permit 232781952-00001
- City of Watsonville Business License Number 1792
- City of Watsonville Business License Number 4358
- Fictitious Business Names from Santa Cruz County for National Auto Fleet Group
- FBN: 2017-0000138
- California General Resale Certificate
- Dun & Bradstreet Number: 023680653
- Government of The District of Columbia Certificate
- Government of the District of Columbia Tax Registration # 7815888160711
- City of Los Angeles Tax Registration
- Government of The District of Columbia CLEAN HANDS CERTIFICATION
- San Diego Freightliner Seller's Permit
- Commonwealth of Virginia State Corporation Commission Certificate
- State of Maryland Good Standing Certificate
- Kansas Department of Revenue for Kansas City Peterbilt
- New Jersey Department of Treasury Registration Certificate
- New Jersey Business Registration
- Notice of Compliance of the Canton City Codified Ordinance
- Employee Information Report for the State of New Jersey
- State of Maryland New Sales and Used tax License
- CA State Seller's Permit 98-0379002 00006
- South Carolina Department of Motor Vehicles License Number 36133
- State of South Carolina Retail License
- Commonwealth of Kentucky Vehicle Dealer License 1583 20 100
- State of West Virginia Dealer License
- Commonwealth of Kentucky Vehicle Dealer License 1581 20 036
- State of Tennessee Vehicle Dealer License

### 15 Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.

Provides all “Suspension or Debarment” information that has applied to your organization during the past ten years. Does not apply.
### Table 3: Industry Recognition & Marketplace Success

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Describe any relevant industry awards or recognition that your company has received in the past five years</td>
<td>The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years.</td>
</tr>
<tr>
<td>17</td>
<td>What percentage of your sales are to the governmental sector in the past three years</td>
<td>As an organization most of our sales are focused on retail, however in our division in Fleet, we have sold to about 90% Government accounts.</td>
</tr>
<tr>
<td>18</td>
<td>What percentage of your sales are to the education sector in the past three years</td>
<td>As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.</td>
</tr>
<tr>
<td>19</td>
<td>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</td>
<td>We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract’s 091219, 081716 and 120716 which over the past three years has sold a volume of $390,030,176.99 of Combined Quarterly Sales.</td>
</tr>
<tr>
<td>20</td>
<td>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</td>
<td>NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.</td>
</tr>
</tbody>
</table>

### Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port of Los Angeles, CA</td>
<td>Mr. Dave Comer</td>
<td>310-732-3794</td>
</tr>
<tr>
<td>County of Ventura, CA</td>
<td>Mr. Jorge Bonilla</td>
<td>805-672-2044</td>
</tr>
<tr>
<td>City of Austin, TX</td>
<td>Mr. Matt Sager</td>
<td>512-978-2637</td>
</tr>
</tbody>
</table>

### Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Entity Type</th>
<th>State / Province</th>
<th>Scope of Work</th>
<th>Size of Transactions</th>
<th>Dollar Volume Past Three Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin</td>
<td>Government</td>
<td>Texas - TX</td>
<td>Purchaser</td>
<td>10-15 Vehicles at a time</td>
<td>Over 1M</td>
</tr>
<tr>
<td>Los Angeles Department of Water and Power</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 100 Trucks</td>
<td>Over 3M</td>
</tr>
<tr>
<td>Port of Los Angeles</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 75 Trucks</td>
<td>Over 2M</td>
</tr>
<tr>
<td>City of San Diego</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 400 Trucks</td>
<td>Over 10M</td>
</tr>
<tr>
<td>Ann Arundel County</td>
<td>Government</td>
<td>Maryland - MD</td>
<td>Purchaser</td>
<td>Over 20 Trucks</td>
<td>Over 1M</td>
</tr>
</tbody>
</table>

### Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

<table>
<thead>
<tr>
<th>Line Item</th>
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<th>Response</th>
</tr>
</thead>
</table>

Bid Number: RFP 060920

Vendor Name: 72 HOUR LLC
<table>
<thead>
<tr>
<th></th>
<th>23</th>
<th>24</th>
<th>25</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sales force.</strong></td>
<td>We have a Direct and Indirect sales force. Our direct sales force are our employees and partner dealers. Combined our estimated employee count exceeds 100 personals dedicated to supporting our dealerships and NAFG Fleet Division. Our indirect sales force which would be our partner suppliers and upfitters would be well above 100. With both direct and indirect sales force staff NAFG has been proven to maintain and service the current demand of the members. As the number of members grow that we can help, the more staff we would eagerly employee to help meet demand.</td>
<td><strong>Dealer network or other distribution methods.</strong></td>
<td>Our franchise network which cover's our proposed 11 manufacturers are second to none. With industry forefront of the combined experience of manufactures like The Ford Motor Company, General Motors, Freightliner, MACK, Peterbilt and Kenworth to name a few have established a national presence were all members can receive service and warranty repairs on there respective products. The distribution of an Automobile or Cab Chassis has always been an ongoing challenge for all manufactures new and old. However we in America have the best Automobile Supply Chain Network in the world and as a franchised dealer of brands, we too get take full advantage of the network to ship and supply our member clients nationwide.</td>
</tr>
<tr>
<td><strong>Service force.</strong></td>
<td>With over thousands of service locations representing our 11 manufacturers a member client can find with ease a service station or warranty repair facility near by. Of course Alaska and Hawaii do have a larger distance between franchises a member would utilize for warranty repair or service.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
26 Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

To best illustrate our Customer Service programs, I ask that you use as a reference our ZIP file under Additional Documents and within in a ZIP file named “Member Walk Through”. Start with and view in order which I will explain in order here:

How A Member Can Get Quotes Online Demo: A member can obtain most quotes by visiting our website www.NationalAutoFleet.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory order-able options, taking the guess work out for the member. Once a member selects a desired build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an uptit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.

How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to uplift there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.

Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.

ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.

Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send the member a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and to ensure all Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.

Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk the member through the process step by step to ensure the member knows the upcoming factory order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.

Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $35,730.00, A Sourcewell Price of $27,331.68, Total Saving of $8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in this example.

27 Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.

We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as “NAFG Top 1,000 Member Clients” PDF.

28 Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.

Our ability and know how to carry our business model into Canada has never been as strong as it is today, we believe a simple US Dollar to Canadian exchange rate coupled with our pricing structure will allow NAFG to finally be in a position to serve members in Canada by partnering with Canadian based dealer groups.

29 Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.

NAFG will service 100 % of the United States of America and attempt to build the same model to service all of Canada. We do not know yet what regions we will encounter difficulty and how long the solution will take, but we will strive to service all of Canada.
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Identify any Sourcewell participating entity sectors (i.e., government,</td>
<td>We will service all Sourcewell Members through our 24 hours a day 365-year website except Non Profits. Non-Profits would be subject to a different pricing program and would need to be handled on a case by case basis. Non-Profits mostly do not qualify for the discount governments qualify for.</td>
</tr>
<tr>
<td>31</td>
<td>Define any specific contract requirements or restrictions that would</td>
<td>The only requirement for members in Alaska, Hawaii and US Territories would be logistical shipping constraints the region would hold. For example, we currently provide members in Alaska chassis cabs with upfits and the member allows us to add the extra shipping cost, port cost and driver cost to load and unload there vehicles from port to port. This would be required if needed to be added to any quote in these regions.</td>
</tr>
</tbody>
</table>

Table 7: Marketing Plan
In addition to the Sample Marketing Flyers and Marketing Department Charts uploaded in the link “Marketing Plan/Samples” National Auto Fleet Group facilities a variety of marketing strategies to promote our products and services to reach out to government entities. Our company encompasses mainly outbound marketing strategies to promote the Sourcewell Government Vehicle Contract.

Email Marketing: Part of our outbound strategy includes paid online marketing techniques such as the use of email campaign blasts. This process includes creation of multiple campaign flyers used to convey key messages to our targeted audience. Flyer messages consist of the types of vehicle contracts, brands sold, special discounts offered to first time buyers, holiday themed flyers, vehicles offered, new website features and many more. This method encourages potential customers to our website to explore our products and services. Campaigner email marketing service acts not only to send out emails but as a CRM database system to monitor, send and track effectiveness of emails. Our marketing team works continuously to gather emails from government entities though out the United States to compile a database of clientele.

Event Marketing: This strategy has proven to be a successful avenue to generate leads and create lasting relationships. National Auto Fleet Group attends several trades shows per year to engage customers in person along with up sell opportunities. Meeting prospects face-to-face forms a lasting impression not available through other methods of selling. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, CASBO throughout the United States.

Relationship Marketing: This is utilized once a client is directed though our website though online methods. Once a potential client registers and becomes a member on our website, our sales team will personally reach out via phone or email to provide further assistance. The role of the sales team is to continue to support and empower clients and educate them on products and services offered. The team will go the extra mile for subscribers, prospects, and customers even after a sales transaction is completed. Our sales team has worked tirelessly to focus on providing outstanding customer support to create powerful rapport with our clients. By going above and beyond, we have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the “Car Salesperson” mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence to our clients. Their constant goal is to regularly assist clients and address any needs during the entire sales process. Striving to focus on solution selling vs. product selling develops into a mutually beneficial agreement for customers and the business.

Referral/Word of mouth: This strategy lies into our outstanding relationship marketing to clients. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout entire selling process to encourage repeat business and referrals.

Coming late summer of 2020, National Auto Fleet Group will be launching a NAFG Partner Website to increase the growth of our business. The website www.nafgpartner.com is expected to launch late summer/early fall of 2020. The site encourages body upfitting companies throughout the United States to partner up with us to become a preferred member. The benefits of becoming a preferred member is to have their business advertised on our site as well as referring any clients with upfitting needs to a local body company within their general vicinity. Our buyers from government agencies are encouraged to go on the site as well and look for local body upfitting companies they are interested in working with. To join our network, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This creates a relationship that will generate increased sales from both the sides. We are still currently building the website and searching for body companies across the states that would be interested in partnering up with NAFG.

Direct Marketing: Prior to the Covid-19 outbreak, our company was promoting direct marketing strategies by contacting local businesses and setting up in person meetings with our dedicated public relations representative. The role of our dedicated representative included in person meetings to discuss our products and services, present website features and to drop off sales contact information for further questions.
### 33 Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Social media is a critical part in the way people communicate and connect with each other. LinkedIn offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to reach out to current and potential members though personalized messages. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, and Facebook company pages. The goal is to find and connect with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate more business. Time is also spent time researching government entities and prospects through their websites. In addition to looking for new clients, the marketing team will take time to sign up for e-newsletters from cities, counties, school districts and colleges. This will ensure that NAFG will understand needs of government entities and will utilize this information for future campaigns.

Example: City of New York posted that they plan to replace current fleet with an all-electric fleet within the next 20 years. Email campaigns focusing on types of electrical vehicles provided by National Auto Fleet Group was sent.

NAFG has recently introduced newly built live chat feature on our website. Visitors are prompt to chat with a live sales representative 24 hours a day, 7 days a week. This will ensure that clients that are interested have another avenue of reaching out in addition to emailing or telephone. Benefits of Live chat option include quicker response time to assist buyers for purchasing needs. Our live chat feature not only encourages sales but the value of the sale as well. Live chat benefits from understanding the immediate needs of the buyer and buyers can receive an immediate response not only from questions but recommendations for their needs.

The use of marketing campaigns plays a major role in enhancing the growth of our client database. Email is a big part of our lives and every government agency employee has an email address. Campaigner.com is the platform used for email marketing. The goal of email marketing is to reach our target audience and personalizing email flyers with a responsive design. Videos and images are used and can be viewed from a computer or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows us to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.

### 34 In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?

Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the purchasing and procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts. Products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to bid. Sourcewell has done for bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Once a client receives a vehicle quote from our sales department, the role of the client is to submit a purchase order when ready.

Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell well name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the traditional bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can also be customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients will always assist them with all their vehicle purchasing needs. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner.

We vow to maintain these levels of standards across the board throughout all departments throughout the company.

### 35 Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalize quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached though phone, email or on the new live chat feature on the website.

Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat, or phone. If support is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures having an available representative to answer any questions if needed and to empower the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</td>
<td>NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacturer based on class size and region of the country. NAFG will pass these quotes onto the member at dealer cost.</td>
</tr>
<tr>
<td>37</td>
<td>Describe any technological advances that your proposed products or services offer.</td>
<td>Accomplishments by the Manufacturers like Ford Motor Company, General Motor’s and MACK Truck serve the member automatically by having these models available through our proposal. As well as our inclusion of Motive Power Systems in our proposal. Motive Power Systems provides the member the ability to electrify their vehicle. We attached product information and pricing in the “Upfits Available” ZIP file in them “All 11 Manufacturer” ZIP file under additional documents.</td>
</tr>
<tr>
<td>38</td>
<td>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</td>
<td>NAFG has Partnered with 400 Mayors Nationwide to create a US Mayor EV Drive Climate Initiative called the Climate Mayor Purchasing Collaborative <a href="http://www.Driveevfleet.org">www.Driveevfleet.org</a> to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all technology predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.</td>
</tr>
<tr>
<td>39</td>
<td>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</td>
<td>Within the same Motive Power PDF’s located in the “Upfits Available” Zip File, you will find Motive’s System’s CARB Certification’s (California Air Resource Board) for two engines offering along with there Ford Qualified Vehicle Modifier Certificate. All which help energy conversation and efficiencies.</td>
</tr>
<tr>
<td>40</td>
<td>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or partner have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</td>
<td>NAFG has provided as an attachment “Upfits Available” our partnership letter with Diversified Leasing. Diversified Leasing is a DVBE/SBE Company that has been in business since 2014. As a Disabled Veteran Business Enterprise Licensed in the State of California (#1792183) Diversified has offered there certification to be placed on any NAFG quote for a small admin fee which is fully displayed on there partnership letter attached.</td>
</tr>
<tr>
<td>41</td>
<td>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</td>
<td>Dedication, Hard Work not to be confused with efforts but with results. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.</td>
</tr>
</tbody>
</table>
Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>Do your warranties cover all products, parts, and labor?</td>
<td>We have attached all Warranty information provided by all 11 manufacturers offered in our proposal as an added attachment.</td>
</tr>
<tr>
<td>43</td>
<td>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</td>
<td>Each manufacturer have their own usage restrictions that a member should be aware of. Such as improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for their particular warranty coverage.</td>
</tr>
<tr>
<td>44</td>
<td>Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?</td>
<td>Yes, in some cases of a breakdown, manufacturers would tow a member vehicle to the nearest warranty repair facility.</td>
</tr>
<tr>
<td>45</td>
<td>Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?</td>
<td>Each manufacturer is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it’s covered.</td>
</tr>
<tr>
<td>46</td>
<td>Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?</td>
<td>All warranties are passed on to the original equipment manufacturer.</td>
</tr>
<tr>
<td>47</td>
<td>What are your proposed exchange and return programs and policies?</td>
<td>We offer no exchange, return programs or policies. Once an order has passed a certain point with the factory and NA FG cannot cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.</td>
</tr>
<tr>
<td>48</td>
<td>Describe any service contract options for the items included in your proposal.</td>
<td>We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NA FG will treat each of these as an added factory option and follow the same discount schedule in the price file.</td>
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</table>

Table 10: Payment Terms and Financing Options

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<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
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<tbody>
<tr>
<td>49</td>
<td>What are your payment terms (e.g., net 10, net 30)?</td>
<td>Payment terms are Net 20, with a 10-day grace period.</td>
</tr>
<tr>
<td>50</td>
<td>Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?</td>
<td>NA FG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NA FG Quotes for all Sourcewell Members. We have attached a PDF called “NCL Sample Lease” in the Zip File Called “member Walk Through”</td>
</tr>
<tr>
<td>51</td>
<td>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities’ purchase orders.</td>
<td>NA FG is structured in a manner where it can monitor most transactions preformed through our Sourcewell Contracts. NA FG has made the tracking of all orders a reasonably organized method to allow fast accurate quarterly reporting.</td>
</tr>
<tr>
<td>52</td>
<td>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</td>
<td>Yes, up to $ 2,500 per vehicle, any amount higher than $ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.</td>
</tr>
</tbody>
</table>
### Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
<th>Comments</th>
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</thead>
</table>
| 53        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | NAFG is offering Line Item Discounts Off MSRP for 11 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Price Summary Page in the price file. | *
| 54        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | NAFG Discount Range per Manufacturer is as follows: Ford Motor Company from 2.75% to 18.86% RAM FCA Company from 6.18% to 13.95% Chevrolet from 5.73% to 21.39% HINO from 14.36% to 19.24% ISUZU from 9.98% to 15.57% International from 2.01% to 39.33% Volvo from 23.79% to 24.19% Freightliner/ Western Star from 34.17% to 42.90% MACK from 16.97% to 31.95% Kenworth from 28.11% to 39.31% Peterbilt from 21.09% to 42.66% Upfits can be added at dealer invoice up to 10%, detailed in the price file. | *
| 55        | Describe any quantity or volume discounts or rebate programs that you offer. | We encourage any and all members to contact us if considering ordering 50 or more units for an additional discount quote. | *
| 56        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 10% mark-up if applicable. | *
| 57        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item requires special training or installation, these charges would be added as part of the upfit and included in the members quote. | *
| 58        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All manufacturers charge a standardized “Factory Destination Charge” which is displayed on all window stickers and on all trucks on a dealer’s lot. This is not the destination charge that maybe charged to ship a chassis to and from an installer, these additional subsequent movements are all added freight charges and will displayed on the members quote. | *
| 59        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review. | *
| 60        | Describe any unique distribution and/or delivery methods or options offered in your proposal. | NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination. | *

### Table 12: Pricing Offered

<table>
<thead>
<tr>
<th>Line Item</th>
<th>The Pricing Offered in this Proposal is: *</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.</td>
<td>We would never offer any other organization what we offer Sourcewell in volume pricing and offerings.</td>
</tr>
</tbody>
</table>
### Table 13: Audit and Administrative Fee

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<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
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<tbody>
<tr>
<td>62</td>
<td>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</td>
<td>We have created a member friendly easy to build online quoting system for members to use. Pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.</td>
</tr>
<tr>
<td>63</td>
<td>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods.</td>
<td>Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: F-450, F-550, F600 and like models = $ 400 flat F-650 and above = $ 700 flat Partner Deals (NAFG Partners with another dealer) = $ 150 flat All other models F-250 and below = $ 325 flat</td>
</tr>
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</table>

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

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<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
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</thead>
<tbody>
<tr>
<td>64</td>
<td>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</td>
<td>NAFG is providing: 11 Manufacturers totaling above 1,284 makes, models and trims ranging from Class 3 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.</td>
</tr>
<tr>
<td>65</td>
<td>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</td>
<td>NAFG Lists all makes, models and trims in each ZIP file under ZIP File “All 11 Manufacturers” representing a combined over 1,284 makes, models and trim combinations for members to choose from along with a subtitle “Upfits” detailed in the price file.</td>
</tr>
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</table>

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Category or Type</th>
<th>Offered *</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>66</td>
<td>Class 8 chassis</td>
<td>☑ Yes</td>
<td>11 Manufacturers totaling above 1,284 makes and models</td>
</tr>
<tr>
<td>67</td>
<td>Class 7 chassis</td>
<td>☑ Yes</td>
<td>11 Manufacturers totaling above 1,284 makes and models</td>
</tr>
<tr>
<td>68</td>
<td>Class 6 chassis</td>
<td>☑ Yes</td>
<td>11 Manufacturers totaling above 1,284 makes and models</td>
</tr>
<tr>
<td>69</td>
<td>Class 5 chassis</td>
<td>☑ Yes</td>
<td>11 Manufacturers totaling above 1,284 makes and models</td>
</tr>
<tr>
<td>70</td>
<td>Class 4 chassis</td>
<td>☑ Yes</td>
<td>11 Manufacturers totaling above 1,284 makes and models</td>
</tr>
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</table>

---

Bid Number: RFP 060920

Vendor Name: 72 HOUR LLC
Table 15: Industry Specific Questions

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>71</td>
<td>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</td>
<td>If awarded NAFG will keep track of the number of client quotes it processes which will be done via our website and easy to oversee and base this data month after month to see if our interest is growing at the expected rate we would expect. *</td>
</tr>
<tr>
<td>72</td>
<td>Describe your company's offering in relation to alternative fuel sources, including electric or others.</td>
<td>Our manufacturers products are always striving to bring to market the latest green vehicles to accommodate the ever-increasing demand for echo friendly transportation. *</td>
</tr>
<tr>
<td>73</td>
<td>Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.</td>
<td>Representing 11 manufacturers in our response, we are positive we represent the best of the best in chassis production and represent all strengths each manufacture has to offer. *</td>
</tr>
<tr>
<td>74</td>
<td>Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.</td>
<td>Telematics can be added to any quote for any member since each manufacturer offers some form of telematics, if not we can quote it as a separate uplift item. *</td>
</tr>
</tbody>
</table>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

<table>
<thead>
<tr>
<th>Contract Section</th>
<th>Term, Condition, or Specification</th>
<th>Exception or Proposed Modification</th>
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</thead>
<tbody>
<tr>
<td>NA</td>
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</tr>
<tr>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- **Marketing Plan/Samples** - NAFG Marketing Plan.zip - Monday June 08, 2020 16:51:00
- **WMBE/MBE/SBE or Related Certificates** - Insurance and Related Certificates.zip - Monday June 08, 2020 13:38:53
- **Warranty Information** - Warranty Info for 11 Manufacturers.zip - Sunday June 07, 2020 19:30:07
- **Pricing** - NAFG Price File for RFP 060920.zip - Monday June 08, 2020 16:09:06
- **Additional Document** - ALL 11 MANUFACTURERS MODEL'S AND MEMBER WALK THROUGH'S.zip - Monday June 08, 2020 16:12:26
Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

   a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

   b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

   c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated
by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☐ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

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CONTRACT EXTENSION

Contract Number: 060920-NAF

Sourcewell and National Auto Fleet
202 12th Street Northeast and 490 Auto Center Dr
P.O. Box 219
Staples, MN 56479 Watsonville, California 95076-3726
(Sourcewell) (Vendor)

have entered into Contract Number: 060920-NAF
for the procurement of: Class 4-8 Chassis with Related Equipment, Accessories, and Services

The Contract has an expiration date of 2024-08-01, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-08-01. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Jeremy Schwartz
Authorized Signature
Name
Chief Operating and Procurement Officer
Title
5/30/2024 | 9:27 AM CDT
Date

National Auto Fleet

Jesse Cooper
Authorized Signature
Name
Fleet Manager
Title
5/30/2024 | 9:50 AM CDT
Date
RFP #091521
REQUEST FOR PROPOSALS
for
Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Proposal Due Date: September 15, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 15, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published: July 28, 2021
Pre-proposal Conference: August 25, 2021, 10:00 a.m., Central Time
Question Submission Deadline: September 8, 2021, 4:30 p.m., Central Time
Proposal Due Date: September 15, 2021, 4:30 p.m., Central Time
Opening: September 15, 2021, 6:30 p.m., Central Time
Late responses will not be considered.

See RFP Section V.G. “Opening”
I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell’s solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell’s Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers’ potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell’s contracts are available for use by:

- Federal and state government entities\(^1\);
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell’s contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

---

\(^1\) Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.
• Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

• Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.
B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories, including, but not to be limited to:
   a. Vehicles of the following types and classifications:
      i. Automobiles: mini, subcompact, compact, coupe, sedan, and full-size;
      ii. Sport Utility Vehicles: cross-over, light duty, and heavy duty;
      iii. Vans: passenger and cargo;
      iv. Trucks: light duty, half ton, three-quarter ton, and one ton; and
      v. Vehicles of the varieties described in subsections 1. a. i – iv. above, with upfitting designed for Public Safety applications, such as equipment, lighting, technology, and accessories.
   b. A wide range of vehicles by: 1) engine type, to include conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered solutions; 2) seating or cargo configurations, drive train options, and trim levels; and, 3) optional equipment offerings.
   c. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
   a. Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories, And Supplies (RFP #022118);
   b. Firefighting Apparatus, with Related Equipment, Accessories, and Supplies (RFP #022818);
   c. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920);
   d. School Buses with Related Accessories, Supplies, Parts, and Services (RFP #063020); and,
   e. Electric Vehicle Supply Equipment and Related Services (RFP #042221).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.
Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. **Safety Requirements.** All items proposed must comply with current applicable safety or regulatory standards or codes.
2. **Deviation from Industry Standard.** Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. **New Equipment and Products.** Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. **Delivered and operational.** Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. **Warranty.** All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $300 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the
contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer’s sales force will be the primary source of communication with Participating Entities. The proposer’s Marketing Plan should demonstrate proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as proposer’s sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer’s information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer’s documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. Line-item Pricing is pricing based on each individual product or services. Each line must indicate the proposer’s published “List Price,” as well as the “Contract Price.”
   b. Percentage Discount from Catalog or Category is based on a percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer’s not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.

3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity’s location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. **ADMINISTRATIVE FEES**

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. **CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered. Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.
If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell’s sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer’s proposal status to INCOMPLETE. The proposer can view this status change in the “MY BIDS” section of the

Rev. 3/2021

Sourcewell RFP #091521

Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Page 8
Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late proposals will not be considered. It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:
• In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
• Complete. A proposal will be rejected if it is conditional or incomplete.
• Submitted in English.
• Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

• The number of and geographic location of:
  o Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
  o A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
• Total evaluation scores.
• The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.
Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. **AWARD(S)**

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conformance to RFP Requirements</td>
<td>50</td>
</tr>
<tr>
<td>Financial Viability and Marketplace Success</td>
<td>75</td>
</tr>
<tr>
<td>Ability to Sell and Deliver Service</td>
<td>100</td>
</tr>
<tr>
<td>Marketing Plan</td>
<td>50</td>
</tr>
<tr>
<td>Value Added Attributes</td>
<td>75</td>
</tr>
<tr>
<td>Warranty</td>
<td>50</td>
</tr>
<tr>
<td>Depth and Breadth of Offered Equipment, Products, or Services</td>
<td>200</td>
</tr>
<tr>
<td>Pricing</td>
<td>400</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

C. **PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).
Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity’s state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer’s responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.
8/5/2021

Addendum No. 1
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:
We manufacture service bodies and do not sell complete vehicles. Can we bid our product as an accessory to the bid?

Answer 1:
Refer to RFP Section II. B. 1. c., “Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response.” A proposal that does not include complete vehicles, of the types described in RFP Section II. B. 1. a., will be deemed non-responsive.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/5/2021, is required at the time of proposal submittal.
8/8/2021

Addendum No. 2
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:
Are you accepting leasing options for this bid?

Answer 1:

Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/8/2021, is required at the time of proposal submittal.
Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**
I would like to see an example of line-item pricing for Sourcewell. Please provide.

**Answer 1:**
In the competitive process, Sourcewell cannot conduct research for, or expressly identify resources that may be relevant to, a proposer. A proposer may review a sampling of past pricing proposals within the current awarded contract documentation available on the Sourcewell website. Navigate to the following address: [https://www.sourcewell-mn.gov/contract-search](https://www.sourcewell-mn.gov/contract-search) and use the list or search functions.

**Question 2:**
Where can I get a copy of the current contract pricing for the brand of vehicles that I offer?

**Answer 2:**
Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, refer to the link provided in Answer No. 1 above. Currently active contracts offering similar solutions were awarded under solicitation numbers 120716 and 060920.

End of Addendum
Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/23/2021, is required at the time of proposal submittal.
8/26/2021

Addendum No. 4
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The manufacturer that I represent has not developed pricing for the 2022 model year vehicles. Should pricing be presented for 2021 and 2022 models that have pricing, and a TBD associated with 2022 models that have yet to be priced by the manufacturer?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with its business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Refer also to the Sourcewell contract template for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the contract template is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.
9/7/2021

Addendum No. 5
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We are requesting a clarification on Table 4 and Table 5. Could we include a reference from a fleet management company or a supplier we use?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate the ability to serve Sourcewell participating entities and satisfy all requirements of the questionnaire tables.

**Question 2:**

Is it acceptable to provide a redline of the entire Sourcewell template contract?

**Answer 2:**

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. A proposer may elect to include additional supporting materials in its discretion.
Question 3:

Could a video be uploaded as additional content?

Answer 3:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.).

Question 4:

Can you elaborate on line item 71? Is there a list of subcategory titles that can be used for reference?

Answer 4:

It is left to the discretion of the proposer to identify subcategory descriptors that may be relevant to the proposer’s offered equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on Tuesday, September 7, 2021 6:58 PM, is required at the time of proposal submittal.
9/8/2021

Addendum No. 6
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

With the ongoing supply chain delays related to Covid, microchip shortages, and across-the-industry shortages of raw materials, we respectfully request an extension to the submittal deadline.

**Answer 1:**

No extension of the due date is contemplated at this time.

**Question 2:**

In what format would you like financial stability to be verified?

**Answer 2:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate its financial stability and satisfy all requirements of the questionnaire tables.

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End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 9/8/2021, is required at the time of proposal submittal.
Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell’s cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.
Supplier’s Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier’s product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity’s site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier’s dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer’s warranty that extends beyond the expiration of the Supplier’s warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier’s authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier’s responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier’s Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity’s total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity’s requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be
returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
• Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell’s cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity’s authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity’s use of this Contract is at the Participating Entity’s sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier’s employees may be required to perform work at government-owned facilities, including schools. Supplier’s employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell
contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier’s acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity’s requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
• Maintenance and management of this Contract;
• Timely response to all Sourcewell and Participating Entity inquiries; and
• Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

• Participating Entity Name (e.g., City of Staples Highway Department);
• Participating Entity Physical Street Address;
• Participating Entity City;
• Participating Entity State/Province;
• Participating Entity Zip/Postal Code;
• Participating Entity Contact Name;
• Participating Entity Contact Email Address;
• Participating Entity Contact Telephone Number;
• Sourcewell Assigned Entity/Participating Entity Number;
• Item Purchased Description;
• Item Purchased Price;
• Sourcewell Administrative Fee Applied; and
• Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased
by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier’s name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell’s Authorized Representative is its Chief Procurement Officer.

Supplier’s Authorized Representative is the person named in the Supplier’s Proposal. If Supplier’s Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys’ fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell’s responsibility will be governed by the State of Minnesota’s Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier’s trademarks in advertising and promotional materials for the purpose of marketing Supplier’s relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,
resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.
   a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.
14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party’s reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.
The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

### 18. INSURANCE

**A. REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Workers’ Compensation and Employer’s Liability.**  
   Workers’ Compensation: As required by any applicable law or regulation.  
   Employer’s Liability Insurance: must be provided in amounts not less than listed below:  
   - Minimum limits:  
     - $500,000 each accident for bodily injury by accident  
     - $500,000 policy limit for bodily injury by disease  
     - $500,000 each employee for bodily injury by disease

2. **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.  
   - Minimum Limits:  
     - $1,000,000 each occurrence Bodily Injury and Property Damage  
     - $1,000,000 Personal and Advertising Injury  
     - $2,000,000 aggregate for Products-Completed operations  
     - $2,000,000 general aggregate

3. **Commercial Automobile Liability Insurance.** During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms
no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. **Umbrella Insurance.** During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. **Network Security and Privacy Liability Insurance.** During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is
primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.


B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.
C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names
of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared
ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier
certifies that neither it nor its principals are presently debarred, suspended, proposed for
debarment, declared ineligible, or voluntarily excluded from participation by any federal
department or agency.

any required certifications. Suppliers must not have used federal appropriated funds to pay any
person or organization for influencing or attempting to influence an officer or employee of any
agency, a member of Congress, officer or employee of Congress, or an employee of a member
of Congress in connection with obtaining any federal contract, grant, or any other award
covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that
takes place in connection with obtaining any federal award. Such disclosures are forwarded
from tier to tier up to the non-federal award. Suppliers must file all certifications and
disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with
the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies
that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after
grantees or subgrantees submit final expenditure reports or quarterly or annual financial
reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier
must comply with the mandatory standards and policies relating to energy efficiency which are
contained in the state energy conservation plan issued in compliance with the Energy Policy
and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply
with all applicable provisions of the Buy American Act. Purchases made in accordance with the
Buy American Act must follow the applicable procurement rules calling for free and open
competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized
representatives of a federal agency must have access to any books, documents, papers and
records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under
this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The
right also includes timely and reasonable access to Supplier’s personnel for the purpose of
interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is
a state agency or agency of a political subdivision of a state and its contractors must comply
with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier’s actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: __________________________
Jeremy Schwartz
Title: Chief Procurement Officer
Date: ________________________

72 Hour LLC dba: National Auto Fleet Group

By: __________________________
Jesse Cooper
Title: Fleet Manager
Date: ________________________

Approved:

By: __________________________
Chad Coauette
Title: Executive Director/CEO
Date: ________________________

11/4/2021 | 1:28 PM CDT
11/4/2021 | 10:46 AM CDT
11/4/2021 | 1:34 PM CDT
RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10
Submitted On: Tuesday September 14, 2021 14:10:21
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address: 76.81.241.2
### Specifications

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as <em>Supplier</em>)</td>
<td>72 Hour LLC</td>
</tr>
<tr>
<td>2</td>
<td>Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.</td>
<td>WCAF, LLC, WCDJR, LLC, Alan Jay Automotive Inc</td>
</tr>
<tr>
<td>3</td>
<td>Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.</td>
<td>NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford, Watsonville CDJR, Watsonville Fleet Group, Alan Jay Chrysler Jeep Inc, Alan Jay Chevrolet, Cadillac, Alan Jay Buick, GMC, Alan Jay Auto Outlet, Clewiston Motor Company, Inc, Alan Jay Chrysler Dodge Ram Jeep, Alan Jay Lincoln, Alan Jay Ford, Alan Jay Nissan, Alan Jay Toyota</td>
</tr>
<tr>
<td>4</td>
<td>Proposer Physical Address:</td>
<td>490 Auto Center Drive Watsonville, CA 95076</td>
</tr>
<tr>
<td>5</td>
<td>Proposer website address (or addresses):</td>
<td><a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a></td>
</tr>
<tr>
<td>6</td>
<td>Proposer's Authorized Representative (name, title, address, email address &amp; phone) (The representative must have authority to sign the “Proposer's Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):</td>
<td>Jesse Cooper, Fleet Manager, 1-855-289-6572, 490 Auto Center Drive Watsonville, CA 95076, <a href="mailto:jcooper@nationalautofleetgroup.com">jcooper@nationalautofleetgroup.com</a></td>
</tr>
<tr>
<td>7</td>
<td>Proposer's primary contact for this proposal (name, title, address, email address &amp; phone):</td>
<td>Jesse Cooper, Fleet Manager, 1-855-289-6572, 490 Auto Center Drive Watsonville, CA 95076, <a href="mailto:jcooper@nationalautofleetgroup.com">jcooper@nationalautofleetgroup.com</a></td>
</tr>
<tr>
<td>8</td>
<td>Proposer's other contacts for this proposal, if any (name, title, address, email address &amp; phone):</td>
<td>Clarke Cooper, Fleet Manger, 1-855-289-6572, 490 Auto Center Drive Watsonville, CA 95076, <a href="mailto:ClarkeCooper@WatsonvilleFleetGroup.com">ClarkeCooper@WatsonvilleFleetGroup.com</a></td>
</tr>
</tbody>
</table>

### Table 2: Company Information and Financial Strength

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
</table>
Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.

We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.

Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand’s fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.

National Auto Fleet Group's operational blueprint and business philosophy has always been the ‘4 RIGHT’s’ for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.

The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.

What are your company's expectations in the event of an award?

If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.

Furthermore, we will launch our Partner Program detailed in the attached “marketing Plan Compressed” Zip file. This next generation application will give members the power to select uplifters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.

Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.

To demonstrate NAFG’s financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,000.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.

Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract.

A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF.
B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF.
C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.
D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.
E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF.
F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF.
G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6. 7 and 8 Contract 081716-NAF.
H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF.
I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.
J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.

We have also attached our Commitment Letter’s for unparallel support from leading nationally recognized uplift suppliers such The Knaphede Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.

Included are also Uplifter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our uplifters. Mutuality and reciprocity relationships between body companies and our dealer’s are two of the key components that help members receive what they need in a smooth and efficient fashion.

In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there’s a better and more efficient way of finding turnkey solutions.

Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner uplifters and members.

What is your US market share for the solutions that you are proposing?

- Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.

What is your Canadian market share for the solutions that you are proposing?

- It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75% of the US share.

Has your business ever petitioned for bankruptcy protection? If so, explain in detail.

- No.
<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
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<tbody>
<tr>
<td>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</td>
<td>National Auto Fleet Group is a dealer network best categorized as “A” - Distributor/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen. All orders are placed with the franchised dealer and ultimately billed directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the “Related Certification” section uploaded to this RFP. It should be noted we do not sell used equipment to members.</td>
</tr>
<tr>
<td>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</td>
<td>Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</td>
</tr>
<tr>
<td>Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.</td>
<td>Not Applicable, none.</td>
</tr>
</tbody>
</table>
Table 3: Industry Recognition & Marketplace Success

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Describe any relevant industry awards or recognition that your company has received in the past five years</td>
<td>National Auto Fleet Group’s received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.</td>
</tr>
<tr>
<td>19</td>
<td>What percentage of your sales are to the governmental sector in the past three years</td>
<td>Within our fleet division, 90% of our contracts within the past three years have been with government accounts.</td>
</tr>
<tr>
<td>20</td>
<td>What percentage of your sales are to the education sector in the past three years</td>
<td>Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.</td>
</tr>
<tr>
<td>21</td>
<td>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</td>
<td>We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract’s 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.</td>
</tr>
<tr>
<td>22</td>
<td>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</td>
<td>National Auto Fleet Group’s focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.</td>
</tr>
</tbody>
</table>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

<table>
<thead>
<tr>
<th>Entity Name *</th>
<th>Contact Name *</th>
<th>Phone Number *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port of Los Angeles, CA</td>
<td>Mr. Dave Corner</td>
<td>310-72-3794</td>
</tr>
<tr>
<td>County of Ventura, CA</td>
<td>Mr. Jorge Brilla</td>
<td>805-672-2044</td>
</tr>
<tr>
<td>City of Austin, TX</td>
<td>Mr. Matt Sager</td>
<td>512-976-2637</td>
</tr>
<tr>
<td>County of San Joaquin, CA</td>
<td>Mr. David Myers</td>
<td>209-468-9745</td>
</tr>
<tr>
<td>City of Palo Alto, CA</td>
<td>Ms. Danitra Bahlman</td>
<td>650-496-5920</td>
</tr>
</tbody>
</table>

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Entity Type *</th>
<th>State / Province *</th>
<th>Scope of Work *</th>
<th>Size of Transactions *</th>
<th>Dollar Volume Past Three Years *</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin</td>
<td>Government</td>
<td>Texas - TX</td>
<td>Purchaser</td>
<td>10-15 Vehicles at once, Vans and SUVS</td>
<td>Over 1M</td>
</tr>
<tr>
<td>Los Angeles Department of Water and Power</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 120 Vehicles, Vans and SUVS</td>
<td>Over 3M</td>
</tr>
<tr>
<td>Port of Los Angeles</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 80 Trucks, Vans and SUVS</td>
<td>Over 2M</td>
</tr>
<tr>
<td>Anne Arundel County</td>
<td>Government</td>
<td>Maryland - MD</td>
<td>Purchaser</td>
<td>Over 40 Trucks, Vans and SUVS</td>
<td>Over 1M</td>
</tr>
<tr>
<td>City of San Diego</td>
<td>Government</td>
<td>California - CA</td>
<td>Purchaser</td>
<td>Over 500 Trucks, Vans, SUV</td>
<td>Over 15M</td>
</tr>
</tbody>
</table>

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Sales force.</td>
<td>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</td>
</tr>
<tr>
<td>Bid Number: RFP 091521</td>
<td>Vendor Name: 72 HOUR LLC</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>26</strong> Dealer network or other distribution methods.</td>
<td>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</td>
<td></td>
</tr>
<tr>
<td><strong>27</strong> Service force.</td>
<td>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</td>
<td></td>
</tr>
<tr>
<td><strong>28</strong> Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</td>
<td>The member may order their vehicles by navigating to our website, <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at <a href="mailto:Fleet@NationalAutoFleetGroup.com">Fleet@NationalAutoFleetGroup.com</a>. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</td>
<td></td>
</tr>
<tr>
<td><strong>29</strong> Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</td>
<td>To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs, Members will then be able to drill down for the right selection by picking from the filter menu of what cab they are looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can choose to add extra’s to there order like extra keys, service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</td>
<td></td>
</tr>
<tr>
<td><strong>30</strong> Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</td>
<td>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 9am to 9pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</td>
<td></td>
</tr>
<tr>
<td><strong>31</strong> Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</td>
<td>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</td>
<td></td>
</tr>
<tr>
<td><strong>32</strong> Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</td>
<td>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</td>
<td></td>
</tr>
</tbody>
</table>
Bid Number: RFP 091521
Vendor Name: 72 HOUR LLC

33 Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount’s government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.

34 Define any specific contract requirements or restrictions that would apply to our Sourcewell Members in Hawaii and Alaska and in US Territories.

The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
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<tbody>
<tr>
<td>35</td>
<td>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</td>
<td>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchase without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the “Car Salesperson” mentality which is often times cold and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to GovDeals for assistance in removing and utilizing through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchase needs. “I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks.”</td>
</tr>
</tbody>
</table>
“I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase.”

“I had a member request a ½ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcwell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else.”

“We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected.”

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers’ impressions on their experience. NAFC’s goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFC has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcwell Vendor, NCL Government Capital to promote each other’s products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFC produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFC had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFC along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrency of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFC Partner Website to further increase business growth. The website www.nafcpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFC to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFC, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFC and the Sourcwell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFC. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFC.
Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as those that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.

National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:

- Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcwell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcwell Government Contract.

- How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.

- In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.

- ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.

- Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.

- Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcwell to endorse EV vehicles.

- Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.

NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.

Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.

In your view, what is Sourcwell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process? Sourcwell’s mission states: “Our commitment to service and exceeding client expectations.” This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcwell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.

Sourcwell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.

The Sourcwell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.

Sourcwell’s aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcwell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.

Sourcwell has provided NA FG with overwhelming opportunities to work with government agencies across the United States. The Sourcwell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcwell members have access to a contract that is more flexible than the standard bidding process. Sourcwell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients’ purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.
Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.

We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.

Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.

If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.

Table 8: Value-Added Attributes

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</td>
<td>National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an uplift to the vehicle.</td>
</tr>
<tr>
<td>40</td>
<td>Describe any technological advances that your proposed products or services offer.</td>
<td>Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an uplift. For more information, we have attached the product and pricing information within the “Upltis Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.</td>
</tr>
<tr>
<td>41</td>
<td>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</td>
<td>National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at <a href="http://www.DriveElectric.org">www.DriveElectric.org</a>.</td>
</tr>
<tr>
<td>42</td>
<td>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</td>
<td>NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.</td>
</tr>
<tr>
<td>43</td>
<td>Describe any Women or Minority Business Entity (W/BE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</td>
<td>NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram, Jeep, Dodge, Chrysler stores are jointly owned and operated by Minorities.</td>
</tr>
<tr>
<td>44</td>
<td>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</td>
<td>National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.</td>
</tr>
</tbody>
</table>
### Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Do your warranties cover all products, parts, and labor?</td>
<td>Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File “All 15 Manufactures”.</td>
</tr>
<tr>
<td>46</td>
<td>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</td>
<td>Prior to purchase, members should be aware of each manufacturer’s restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM’s warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.</td>
</tr>
<tr>
<td>47</td>
<td>Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?</td>
<td>In some cases, manufacturers will tow a member’s vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.</td>
</tr>
<tr>
<td>48</td>
<td>Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?</td>
<td>This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.</td>
</tr>
<tr>
<td>49</td>
<td>Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?</td>
<td>All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.</td>
</tr>
<tr>
<td>50</td>
<td>What are your proposed exchange and return programs and policies?</td>
<td>If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancelable. This includes any upfit equipment an upfitter has ordered for the unit.</td>
</tr>
<tr>
<td>51</td>
<td>Describe any service contract options for the items included in your proposal.</td>
<td>NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customize. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.</td>
</tr>
</tbody>
</table>

### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>Describe any performance standards or guarantees that apply to your services</td>
<td>The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.</td>
</tr>
<tr>
<td>53</td>
<td>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</td>
<td>NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.</td>
</tr>
</tbody>
</table>

### Table 10: Payment Terms and Financing Options

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>54</td>
<td>Describe your payment terms and accepted payment methods?</td>
<td>Standard payment terms are Net 20, with a 10 – day grace period.</td>
</tr>
<tr>
<td>55</td>
<td>Describe any leasing or financing options available for use by educational or governmental entities.</td>
<td>In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called “NCL Sample Lease” in the “Member Walk Through” Zip file.</td>
</tr>
<tr>
<td>56</td>
<td>Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.</td>
<td>National Auto Fleet Group’s transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.</td>
</tr>
<tr>
<td>57</td>
<td>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</td>
<td>Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member.</td>
</tr>
</tbody>
</table>
**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>58</td>
<td>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</td>
<td>National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles that members wish to add. Details are located on the Price Summary Page in the Price File.</td>
</tr>
<tr>
<td>59</td>
<td>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</td>
<td>NAFG has an provided offerings from 15 Brands/OEMs and there respective percentage off vary and are detailed in the “Price File” zip. Each Manufacture Range is detailed in the tabs below, here is an overview: Chevrolet from -0.07 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.65 % Toyota from .03 to 8.88 % Honda from 1.34 to 4.9 % Nissan from -0.85 to 14.61 % Buick from 2.36 to 0.8 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %</td>
</tr>
<tr>
<td>60</td>
<td>Describe any quantity or volume discounts or rebate programs that you offer.</td>
<td>If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.</td>
</tr>
<tr>
<td>61</td>
<td>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</td>
<td>“Open Market” products or “Sourced Goods” will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.</td>
</tr>
<tr>
<td>62</td>
<td>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</td>
<td>All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member’s quote.</td>
</tr>
<tr>
<td>63</td>
<td>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</td>
<td>All manufactures charge a standard “Factory Destination Charge”. However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.</td>
</tr>
<tr>
<td>64</td>
<td>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</td>
<td>Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.</td>
</tr>
<tr>
<td>65</td>
<td>Describe any unique distribution and/or delivery methods or options offered in your proposal.</td>
<td>National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.</td>
</tr>
</tbody>
</table>

**Table 12: Pricing Offered**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>The Pricing Offered in this Proposal is:</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>66</td>
<td>c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.</td>
<td>NAFG Strives to offer the best overall value to the member with each and every quote.</td>
</tr>
</tbody>
</table>
Table 13: Audit and Administrative Fee

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>67</td>
<td>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</td>
<td>Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a streamlined and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.</td>
</tr>
<tr>
<td>68</td>
<td>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</td>
<td>One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.</td>
</tr>
<tr>
<td>69</td>
<td>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)</td>
<td>NAFG will submit $300 per vehicle purchased through NAFG and $200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.</td>
</tr>
</tbody>
</table>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</td>
<td>NAFG has provided a &quot;Model Roll Out&quot; Charts in the &quot;Price File&quot; zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG’s platforms can add any uplift of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all uplifts can be added to any one of our vehicles through one of our uplift partner suppliers or by an uplift supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.</td>
</tr>
<tr>
<td>71</td>
<td>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</td>
<td>National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File &quot;All 15 Manufacturers”. These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitie &quot;Uptite&quot; detailed for members in the price file.</td>
</tr>
</tbody>
</table>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Category or Type</th>
<th>Offered</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</td>
<td>Automobiles</td>
<td>Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>73</td>
<td>Sport Utility Vehicles</td>
<td>Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>74</td>
<td>Vans</td>
<td>Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>75</td>
<td>Trucks</td>
<td>Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>76</td>
<td>Vehicles described in Lines 72-75 above for Public Safety applications</td>
<td>Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>77</td>
<td>Conventional internal combustion models</td>
<td>Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>78</td>
<td>Natural or propane autogas, hybrid, or alternative fuel models</td>
<td>Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
<tr>
<td>79</td>
<td>Electric powered models</td>
<td>Yes</td>
<td>15 Manufacturers totaling well above 700 makes and models</td>
</tr>
</tbody>
</table>
**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

<table>
<thead>
<tr>
<th>Contract Section</th>
<th>Term, Condition, or Specification</th>
<th>Exception or Proposed Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- **Pricing** - NA FG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- **Marketing Plan/Samples** - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- **WMBE/MBE/SBE or Related Certificates** - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- **Warranty Information** - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- **Upload Additional Document** - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

**Bid Number:** RFP 091521  
**Vendor Name:** 72 HOUR LLC
Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

   1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/SDNlist.pdf;

   2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM; or

   3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

   By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

- Yes ☑ No

The Bidder acknowledges and agrees that the addendum/appenda below form part of the Bid Document.
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

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REQUEST FOR PROPOSALS
for
Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Proposal Due Date: September 15, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 15, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published: July 28, 2021

Pre-proposal Conference: August 25, 2021, 10:00 a.m., Central Time

Question Submission Deadline: September 8, 2021, 4:30 p.m., Central Time

Proposal Due Date: September 15, 2021, 4:30 p.m., Central Time
Late responses will not be considered.

Opening: September 15, 2021, 6:30 p.m., Central Time
See RFP Section V.G. “Opening”
I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell’s solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell’s Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers’ potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell’s contracts are available for use by:
- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell’s contracts are available for use by:
- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

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1 Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.
• Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

• Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.
B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories, including, but not to be limited to:

   a. Vehicles of the following types and classifications:
      i. Automobiles: mini, subcompact, compact, coupe, sedan, and full-size;
      ii. Sport Utility Vehicles: cross-over, light duty, and heavy duty;
      iii. Vans: passenger and cargo;
      iv. Trucks: light duty, half ton, three-quarter ton, and one ton; and
      v. Vehicles of the varieties described in subsections 1. a. i – iv. above, with upfitting designed for Public Safety applications, such as equipment, lighting, technology, and accessories.

   b. A wide range of vehicles by: 1) engine type, to include conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered solutions; 2) seating or cargo configurations, drive train options, and trim levels; and, 3) optional equipment offerings.

   c. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

   a. Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories, And Supplies (RFP #022118);
   b. Firefighting Apparatus, with Related Equipment, Accessories, and Supplies (RFP #022818);
   c. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920);
   d. School Buses with Related Accessories, Supplies, Parts, and Services (RFP #063020); and,
   e. Electric Vehicle Supply Equipment and Related Services (RFP #042221).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.
Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $300 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the
contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer’s sales force will be the primary source of communication with Participating Entities. The proposer’s Marketing Plan should demonstrate proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as proposer’s sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.

2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer’s information and may request clarification from a proposer, including samples of the proposed equipment or products.

3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

4. A proposer’s documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer’s published “List Price,” as well as the “Contract Price.”
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer’s not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.

3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity’s location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:
1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.
If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell’s sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer’s proposal status to INCOMPLETE. The proposer can view this status change in the “MY BIDS” section of the
Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:
• In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
• Complete. A proposal will be rejected if it is conditional or incomplete.
• Submitted in English.
• Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
  - A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.
Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

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C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).
Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity’s state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer’s responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.
8/5/2021

Addendum No. 1
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture service bodies and do not sell complete vehicles. Can we bid our product as an accessory to the bid?

Answer 1:

Refer to RFP Section II. B. 1. c., “Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response.” A proposal that does not include complete vehicles, of the types described in RFP Section II. B. 1. a., will be deemed non-responsive.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/5/2021, is required at the time of proposal submittal.
8/8/2021

Addendum No. 2
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:
Are you accepting leasing options for this bid?

Answer 1:
Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/8/2021, is required at the time of proposal submittal.
Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:
I would like to see an example of line-item pricing for Sourcewell. Please provide.

Answer 1:
In the competitive process, Sourcewell cannot conduct research for, or expressly identify resources that may be relevant to, a proposer. A proposer may review a sampling of past pricing proposals within the current awarded contract documentation available on the Sourcewell website. Navigate to the following address: https://www.sourcewell-mn.gov/contract-search and use the list or search functions.

Question 2:
Where can I get a copy of the current contract pricing for the brand of vehicles that I offer?

Answer 2:
Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, refer to the link provided in Answer No. 1 above. Currently active contracts offering similar solutions were awarded under solicitation numbers 120716 and 060920.

End of Addendum
Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/23/2021, is required at the time of proposal submittal.
8/26/2021

Addendum No. 4
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The manufacturer that I represent has not developed pricing for the 2022 model year vehicles. Should pricing be presented for 2021 and 2022 models that have pricing, and a TBD associated with 2022 models that have yet to be priced by the manufacturer?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with its business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Refer also to the Sourcewell contract template for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the contract template is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.
9/7/2021

Addendum No. 5
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

We are requesting a clarification on Table 4 and Table 5. Could we include a reference from a fleet management company or a supplier we use?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate the ability to serve Sourcewell participating entities and satisfy all requirements of the questionnaire tables.

**Question 2:**

Is it acceptable to provide a redline of the entire Sourcewell template contract?

**Answer 2:**

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. A proposer may elect to include additional supporting materials in its discretion.
Question 3:

Could a video be uploaded as additional content?

Answer 3:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.).

Question 4:

Can you elaborate on line item 71? Is there a list of subcategory titles that can be used for reference?

Answer 4:

It is left to the discretion of the proposer to identify subcategory descriptors that may be relevant to the proposer’s offered equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on Tuesday, September 7, 2021 6:58 PM, is required at the time of proposal submittal.
9/8/2021

Addendum No. 6
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

With the ongoing supply chain delays related to Covid, microchip shortages, and across-the-industry shortages of raw materials, we respectfully request an extension to the submittal deadline.

Answer 1:

No extension of the due date is contemplated at this time.

Question 2:

In what format would you like financial stability to be verified?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate its financial stability and satisfy all requirements of the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 9/8/2021, is required at the time of proposal submittal.
QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: CALIFORNIA AUTOMOTIVE RETAILING GROUP, INC. DBA DUBLIN CHEVROLET DEPT #: 400100

TITLE/SERVICE: VEHICLE PURCHASE

DEPT. CONTACT: ASHWIN SWENSON PHONE: 510.224.7326

I. INFORMATION ABOUT THE CONTRACTOR

1. Is the contractor a corporation or partnership? (X) ( )

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ( )

3. If the answer to BOTH questions is YES, provide the employer ID number here: 71-0923180

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: 

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )

2. Is the contractor restricted from performing similar services for other businesses while contractor is working for the County? ( ) ( )

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )
4. Is the relationship between the County and the contractor intended to be ongoing?  

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS  

1. Is the contractor being hired for a period of time rather than for a specific project?  

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)?  

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS  

1. Will the agreement be with an individual who does not have an outside practice?  

2. Will the contractor work more than an average of ten hours per week?  
   IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.  

3. Will the County provide more than 20% of the contractor’s income?  

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.  

A “YES” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.”  

CERTIFICATIONS:  

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.  

Richard Slade  
Contractor Signature  

Detra Dillon  
Agency/Department Head/Designee Signature  

Richard Slade  
Printed Name  

9/27/2021  
Date  

Detra Dillon  
Printed Name  

9/28/2021  
Date
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of 9/28/2021, is by and between the County of Alameda, hereinafter referred to as the “County”, and California Automotive Retailing Group, Inc. dba Dublin Chevrolet, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain vehicle purchase which are more fully described in Exhibit A hereto (“Description of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide vehicle purchase, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit A-1 Specific Requirements
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Debarment and Suspension Certification
Exhibit E The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from October 1, 2021 through September 30, 2024.

The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County. The compensation payable to Contractor hereunder shall be paid from a total pool contract amount for the vehicle purchase. The total pool amount for all contracts shall not exceed Nine Million dollars ($9,000,000) for the term of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ____________________________

Signature: _______________________

Name: Detra Dillon
(Printed)

Title: Procurement Administrator

Date: 9/28/2021

CALIFORNIA AUTOMOTIVE
RETAILING GROUP, DBA DUBLIN
CHEVROLET

By: ____________________________

Signature: _______________________

Name: Richard Slade
(Printed)

Title: Director of Fleet and Commercial

Date: 9/27/2021

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers’ Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor’s failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers’ compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week’s notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors,
employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. 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.

5. WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).
a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor’s sub-Contractors or third parties at the request of the Contractor (collectively, “Documents and Materials”). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor’s Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such
further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty — free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County:  
COUNTY OF ALAMEDA  
GENERAL SERVICES AGENCY  
MOTOR VEHICLE DIVISION  
165-13th Street, Oakland, CA 94612  
Attn: Ashwin Swenson, ashwin.swenson@acgov.org

COUNTY OF ALAMEDA  
PUBLIC WORKS AGENCY  
6089 Madigan Road, Dublin, CA 94568  
Attn: Jennifer Nuyten, jen@aepwa.org

ZONE 7 WATER DISTRICT  
100 North Canyons Parkway, Livermore, CA 94551  
Attn: Zeljka Bozic, zbozic@zone7water.com

To Contractor:  
CALIFORNIA AUTOMOTIVE RETIALING GROUP, INC.  
DBA DUBLIN CHEVROLET  
4200 John Monego Court, Dublin, CA 94568  
Attn: Richard Slade, richardms@cacargroup.com
Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.
18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor’s obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County’s last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. TERMINATION: 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. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its vehicle purchase shall not exceed the pool amount of $9,000,000 payment for vehicles provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor has been approved by County to participate in contract without SLEB participation SLEB waiver# 7737. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County’s Small and Emerging Local Business provisions, including but not limited to:

a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).

b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

22. FIRST SOURCE PROGRAM: For contracts over $100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.

23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.

24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor’s performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County’s request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval.

a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.

c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor’s compliance.

d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. EXTENSION: This agreement may be extended for additional two years by mutual agreement of the County and the Contractor.

36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]
EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide vehicle purchase with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

   Exhibit A-1 Specific Requirements

   a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901979, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.

   b. Contractor shall provide, as requested, on a non-exclusive basis, vehicle purchase as described in Exhibit A-1. Contractor understands that they are other vendor on a list that may provide vehicle purchase, the Contract Pool.

   c. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Slade</td>
<td>Director of Fleet and Commercial Sales</td>
<td>925-560-4465</td>
<td><a href="mailto:richardms@cacargroup.com">richardms@cacargroup.com</a></td>
</tr>
<tr>
<td>Chris Sims</td>
<td>Commercial Sales Manager</td>
<td>925-479-3572</td>
<td><a href="mailto:csims@cacargroup.com">csims@cacargroup.com</a></td>
</tr>
</tbody>
</table>

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.
3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Vehicle shall be new (unused) and manufacturer’s current production as of the time of purchase of vehicles.

2. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer’s published literature (or web site).

3. Vehicle classifications shall be consistent with the U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide.

4. All parts, components, and accessories shall be genuine Original Equipment Manufacturer (O.E.M.) shall be included for each vehicle including, but not limited to:
   a. Spare key(s) and fob(s), if separate
   b. Air Conditioning
   c. Automatic Transmission
   d. AM/FM Radio
   e. Floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
   f. If available as standard or optional equipment, all vehicles with a GVWR under 10,000 pounds shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included).

5. All O.E.M. option prices shall be charged at actual dealer’s cost.

6. Wheel weights shall contain no more than 0.1 percent lead by weight per HSC §25215.6

7. Exterior color will be advised by County upon order.

8. Interior color shall be factory standard.

9. Fuel types may include any of the following:
   a. Gasoline (maximum 87 octane)
   b. Diesel
c. Flexible Fuel Vehicles (FFV) also called Ethanol or E85

d. Compressed Natural Gas (CNG): CNG systems must be OEM or OEM approved

e. Hybrid-Electric Vehicles (HEV)

f. Plug-in Hybrid Electric Vehicles (PHEV)

g. Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

h. Fuel Cell Vehicles (FCV)

10. Emission Certification for all vehicles shall be 50 State emissions.

11. SAFETY AND REGULATIONS

a. Vehicles shall be fully compliant with all federal and state regulations in effect as of the date of manufacture.

b. Vehicle shall be capable of operating successfully with all options ordered with vehicle.

c. All vehicle brake friction materials must meet the requirements as identified in Health and Safety Code (HSC) Section 25250.51.

d. Vehicles 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.

e. Vehicle engine shall be California Air Resource Board (CARB) certified to operate on highway in the State of California at the time of manufacture.

f. 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 California Code of Regulations (CCR) 1961).

12. TITLE

a. All documents required to obtain a State of California Title must be properly completed and delivered to Alameda County.
b. Invoice from the manufacturer’s dealer accompanying a line sheet listing all equipment with order codes must be delivered with all vehicles. All components of option packages must be in or on the vehicle at the time of delivery.

13. MANUALS

a. Contractor shall furnish for the life of the contract web access to OEM 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.

14. Warranty. Contractor warrants:

a. Each vehicle purchased shall accompany the manufacturer’s warranty at time of delivery at no additional cost to County;

b. Original manufacturer warranty shall be in effect for all aftermarket parts; and

c. Five (5)-year/100,000 miles powertrain warranty.

15. Delivery

a. All vehicles shall be delivered with fluid levels at the manufacturer’s recommended full capacity.

b. All manufacturer’s pre-delivery service and inspections shall be completed prior to delivery.

c. Any damage to vehicle occur during transportation must be reported to County personnel who placed the order and corrective action to repair or replace the damaged vehicle, in part or in whole, must be born by the Contractor at no additional cost to County.

d. Delivery shall be Free On Board (F.O.B) destination prepaid and allowed to Alameda County for:

(1) Dublin
(2) Livermore
(3) Oakland
e. Contractor shall agree to drop ship vehicle directly to an alternate location within Alameda County borders at no additional charge to County upon request at time of order.

f. Contractor shall provide General Motor (GM) Common Training including provide login credentials to County personnals for access to GM training courses used by Contractor technicians.
EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

2. County will pay the dollar amount over triple-net dealer invoice in the amount of $475 for every vehicle purchased from Contractor during the term of this contract.

3. Invoices will be reviewed for approval by the County, General Services Agency-Motor Vehicle Division, Public Works Agency, and Zone 7 Water District.

4. Total payment under the terms of this Agreement will not exceed the total pool amount of $9,000,000. This cost includes all taxes and all other charges.
EXHIBIT C

INSURANCE REQUIREMENTS

WAIVED
EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: California Automotive Retailing Group, Inc.

PRINCIPAL: Richard Slade TITLE: Director of Fleet and Commercial

SIGNATURE: Richard Slade DATE: 9/27/2021

Exhibit D Page 2 of 1
EXHIBIT E

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of $1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: ________________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

CONTRACTOR: California Automotive Retailing Group, Inc.

PRINCIPAL: Richard Slade TITLE: Director of Fleet and Commercial

SIGNATURE: [Signature]

DATE: 9/27/2021
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of 9/23/2021, is by and between the County of Alameda, hereinafter referred to as the “County”, and The Ford Store San Leandro, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain vehicle purchase which are more fully described in Exhibit A hereto (“Description of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide vehicle purchase, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A  Definition of Services
Exhibit A-1  Specific Requirements
Exhibit B  Payment Terms
Exhibit C  Insurance Requirements
Exhibit D  Debarment and Suspension Certification
Exhibit E  The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from October 1, 2021 through September 30, 2024.

The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County. The compensation payable to Contractor hereunder shall be paid from a total pool contract amount for the vehicle purchase. The total pool amount for all contracts shall not exceed Nine Million dollars ($9,000,000) for the term of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________

THE FORD STORE SAN LEANDRO

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers’ Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor’s failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers’ compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week’s notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors,
employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. 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.

5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**

   a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failures to comply with such laws, ordinances, codes and regulations.

   b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor’s performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

   c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).
a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

   (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor’s sub-Contractors or third parties at the request of the Contractor (collectively, “Documents and Materials”). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor’s Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such
further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County:

COUNTY OF ALAMEDA  
GENERAL SERVICES AGENCY  
MOTOR VEHICLE DIVISION  
165-13th Street, Oakland, CA 94612  
Attn: Ashwin Swenson, ashwin.swenson@acgov.org

COUNTY OF ALAMEDA  
PUBLIC WORKS AGENCY  
6089 Madigan Road, Dublin, CA 94568  
Attn: Jennifer Nuyten, jen@acpwa.org

ZONE 7 WATER AGENCY  
100 North Canyons Parkway, Livermore, CA 94551  
Attn: Zeljka Bozic, zbozic@zone7water.com

To Contractor:

THE FORD STORE SAN LEANDRO  
1111 Marina Boulevard, San Leandro, CA 94577  
Attn: Ming Yeung, myeung@sanleandroford.com
Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. DRUG-FREE WORKPLACE: Contractor and Contractor’s employees shall comply with the County’s policy of maintaining a drug-free workplace. Neither Contractor nor Contractor’s employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor’s books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and
Materials, as defined in Paragraph 11 of this Agreement. Contractor’s obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County’s last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** 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. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its vehicle purchase shall not exceed the pool amount of $9,000,000 payment for vehicles provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor’s certification status changes, Contractor shall notify the County within three business days.

Should Contractor’s status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County’s Small and Emerging Local Business provision, including but not limited to:

a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR). Further approval from the Board of Supervisors may also be required.

e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

f. Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

g. For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller’s Office of Contract Compliance & Reporting (OCCR) via e-mail at ACSLEBcompliance@acgov.org.

22. FIRST SOURCE PROGRAM: For contracts over $100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.

23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County’s request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval.

   a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

   b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.

   c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor’s compliance.

   d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement,
which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.

b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.

c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. EXTENSION: This agreement may be extended for additional two years by mutual agreement of the County and the Contractor.

36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]
EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide vehicle purchase with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements

a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901979, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.

b. Contractor shall provide, as requested, on a non-exclusive basis, vehicle purchase as described in Exhibit A-1. Contractor understands that they are other vendor on a list that may provide vehicle purchase, the Contract Pool.

c. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ming Yeung</td>
<td>Fleet Manager</td>
<td>510-347-4138</td>
<td><a href="mailto:myeung@sanleandroford.com">myeung@sanleandroford.com</a></td>
</tr>
<tr>
<td>David Gonzalez</td>
<td>Fleet Manager</td>
<td>510-347-4151</td>
<td><a href="mailto:dgonzalez@sanleandroford.com">dgonzalez@sanleandroford.com</a></td>
</tr>
<tr>
<td>Julio Coronado</td>
<td>General Sales Manager</td>
<td>510-347-4149</td>
<td><a href="mailto:jcoronado@sanleandroford.com">jcoronado@sanleandroford.com</a></td>
</tr>
</tbody>
</table>

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to
County an individual with greater or equal qualifications as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Vehicle shall be new (unused) and manufacturer’s current production as of the time of purchase of vehicles.

2. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer’s published literature (or web site).

3. Vehicle classifications shall be consistent with the U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide.

4. All parts, components, and accessories shall be genuine Original Equipment Manufacturer (O.E.M.) shall be included for each vehicle including, but not limited to:
   a. Spare key(s) and fob(s), if separate
   b. Air Conditioning
   c. Automatic Transmission
   d. AM/FM Radio
   e. Floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
   f. If available as standard or optional equipment, all vehicles with a GVWR under 10,000 pounds shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included).

5. All O.E.M. option prices shall be charged at actual dealer’s cost.

6. Wheel weights shall contain no more than 0.1 percent lead by weight per HSC §25215.6

7. Exterior color will be advised by County upon order.

8. Interior color shall be factory standard.

9. Fuel types may include any of the following:
   a. Gasoline (maximum 87 octane)
b. Diesel

c. Flexible Fuel Vehicles (FFV) also called Ethanol or E85

d. Compressed Natural Gas (CNG): CNG systems must be OEM or OEM approved

e. Hybrid-Electric Vehicles (HEV)

f. Plug-in Hybrid Electric Vehicles (PHEV)

g. Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

h. Fuel Cell Vehicles (FCV)

10. Emission Certification for all vehicles shall be 50 State emissions.

11. SAFETY AND REGULATIONS

a. Vehicles shall be fully compliant with all federal and state regulations in effect as of the date of manufacture.

b. Vehicle shall be capable of operating successfully with all options ordered with vehicle.

c. All vehicle brake friction materials must meet the requirements as identified in Health and Safety Code (HSC) Section 25250.51.

d. Vehicles 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.

e. Vehicle engine shall be California Air Resource Board (CARB) certified to operate on highway in the State of California at the time of manufacture.

f. 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 California Code of Regulations (CCR) 1961).

12. TITLE
a. All documents required to obtain a State of California Title must be properly completed and delivered to Alameda County.

b. Invoice from the manufacturer’s dealer accompanying a line sheet listing all equipment with order codes must be delivered with all vehicles. All components of option packages must be in or on the vehicle at the time of delivery.

13. MANUALS

a. Contractor shall furnish for the life of the contract web access to OEM 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.

14. Warranty

a. Each vehicle purchased shall accompany the manufacturer’s warranty at time of delivery at no additional cost to County.

b. Original manufacturer warranty shall be in effect for all aftermarket parts.

15. Delivery

a. All vehicles shall be delivered with fluid levels at the manufacturer’s recommended full capacity.

b. All manufacturer’s pre-delivery service and inspections shall be completed prior to delivery.

c. Delivery shall be Free On Board (F.O.B) destination prepaid and allowed to Alameda County for:

(1) Dublin
(2) Livermore
(3) Oakland

d. Contractor shall agree to drop ship vehicle directly to an alternate location within Alameda County borders at no additional charge to County upon request at time of order.
EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

2. County will pay the dollar amount over triple-net dealer invoice in the amount of $1,800 for every vehicle purchased from Contractor during the term of this contract.

3. Invoices will be reviewed for approval by the County, General Services Agency-Motor Vehicle Division, Public Works Agency, and Zone 7 Water District.

4. Total payment under the terms of this Agreement will not exceed the total pool amount of $9,000,000. This cost includes all taxes and all other charges.
EXHIBIT C

INSURANCE REQUIREMENTS

WAIVED
EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: The Ford store San Leandro

PRINCIPAL: Ming Yeung
TITLE: Commercial Account Manager

SIGNATURE: Ming Yeung
DATE: 9/23/2021
EXHIBIT E

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of $1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

CONTRACTOR:  The Ford store San Leandro

PRINCIPAL:   Ming Yeung TITLE: Commercial Account Manager

SIGNATURE:   Ming Yeung DATE:  9/23/2021