



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

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

CONTRACT NUMBER:	1-15-23-14B
DESCRIPTION:	Ford Police Interceptor Utility SUV
CONTRACTOR(S):	Folsom Lake Ford
CONTRACT TERM:	6/30/2015 through 6/29/2017
STATE CONTRACT ADMINISTRATOR:	Timothy Smith (916) 375-4451 <a href="mailto:timothy.smith@dgs.ca.gov">timothy.smith@dgs.ca.gov</a>

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.

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Timothy Smith, Contract Administrator

Date: 6/30/2015

## **Contract Mandatory 1-15-23-14B**

### **Contract User Instructions**

#### **1. SCOPE**

The State's contract with Folsom Lake Ford (Contractor) provides Ford Police Interceptor Utility SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-15-23-14B. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Ford Police Interceptor Utility SUVs to the State.

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

#### **2. CONTRACT USAGE/RULES**

##### **A. State Departments**

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

##### **B. Local Governmental Agencies**

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

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

DGS Billing Code Contact: [Marilyn.ebert@dgs.ca.gov](mailto:Marilyn.ebert@dgs.ca.gov)

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

### **3. DGS ADMINISTRATIVE FEES**

#### **A. State Departments**

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

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

#### **B. Local Governmental Agencies**

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

### **4. SB/DVBE OFF-RAMP PROVISION**

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

### **5. EXEMPT PURCHASES**

To purchase other than the contract commodity listed requires an approved exemption from the DGS/PD Contract Administrator. Please refer to  
<http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx>  
for information and the required justification forms regarding the exemption process.

### **6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

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

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

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**7. CONTRACT ITEMS**

The following one (1) vehicle is available for purchase under this contract:

**FORD POLICE INTERCEPTOR UTILITY SUV**

No other Ford vehicles are available for purchase under these contract terms.

**8. SPECIFICATIONS**

The vehicle listed on Attachment 1, Contract Pricing, must conform to the State of California Bid Specification Number 2310-3116R1, dated 6/3/2015, Attachment 2b .

**9. CUSTOMER SERVICE**

There are no specific customer services requirements associated with this contract.

**10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS**

There is no electronic catalog or contract website associated with this contract.

**11. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)**

There is no pre-order configuration associated with this contract.

**12. OFFER FORMAT**

There is no specific offer format associated with this contract.

**13. ELECTRONIC WASTE RECYCLING FEE**

There is no electronic waste recycling fee associated with this contract.

**14. PRODUCT SUBSTITUTIONS**

There is no product substitutions associated with this contract.

**15. PROMOTIONAL PRICING**

There is no promotional pricing associated with this contract.

**16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT**

There is no technology certification requirement associated with this contract.

**17. PURCHASE EXECUTION**

A. State Departments

1) Purchase Documents

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

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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 – (each)
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

#### **2) Blanket Orders**

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

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

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

- [ARRA Supplemental Terms and Conditions](#)

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

#### **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).

#### **C. Documentation**

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

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

### **18. MINIMUM ORDER**

The minimum order shall be one (1) vehicle.

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**19. 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		
U.S. Mail	Facsimile	Email
Folsom lake Ford 12755 Folsom Blvd. Folsom CA, 95630	(916) 353-2078	<a href="mailto:danr@folsomlakeford.com">danr@folsomlakeford.com</a>

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

**20. 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;
- Do not have a DGS billing code – (local agencies)
- Are submitted without Contract Administrator approval of non-core items
- 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 Contract Administrator.

**21. ORDER RECEIPT CONFIRMATION**

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, within 48 hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Anticipated Delivery Date

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**22. OUT OF STOCK REMEDY**

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

**23. DISCONTINUED ITEM REMEDY**

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

**24. DELIVERY SCHEDULES**

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

A. Pre-Delivery Checklist

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

B. Locations

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

C. Schedule

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

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

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

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

D. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery. Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause your firm to be declared in default of contract requirements.

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

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**25. EMERGENCY/EXPEDITED ORDERS**

Not Applicable.

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

The Contractor is required to deliver vehicles to State agencies or local governmental agencies FOB Destination, Sacramento County. Additionally, delivery shall be FOB Destination to the California Highway Patrol (CHP), Fleet Operations, 3300 Reed Ave., West Sacramento, California 95605.

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

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

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

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

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

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

**27. PALLETS**

There are no pallet requirements associated with this contract.

**28. SHIPPED ORDERS**

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

**29. PACKING SLIP**

Not applicable to this contract.

**30. PACKING LABEL**

There are no packing label requirements associated with this contract.

**31. HAZARDOUS MATERIALS DOCUMENTATION**

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.



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**32. INSTALLATION**

There is no installation associated with this contract.

**33. INSPECTION AND ACCEPTANCE**

Vehicles ordered for State use will be inspected by a State Inspector at the dealer's place of business. Inspection will commence within five (5) State working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

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

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

**A. DOCUMENTS:**

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

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
2. "Line Set Tickets" or "Window Sticker" showing all options installed
3. One (1) copy of the vehicle warranty
4. One (1) Owner's Manual
5. Speed Calibration documentation for each vehicle

**34. 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.

<b>Administrator Information</b>	<b>DGS/PD</b> (State Contract Administrator)	<b>Folsom Lake Ford</b> (Contractor)
<b>Contact Name:</b>	Timothy Smith	Dan Raimondi or Mark Paoli
<b>Telephone:</b>	(916) 375-4451	(916) 351-4246 or (916) 351-4202
<b>Facsimile:</b>	(916) 375-4613	(916) 353-2078
<b>Email:</b>	<a href="mailto:timothy.smithf@dgs.ca.gov">timothy.smithf@dgs.ca.gov</a>	<a href="mailto:danr@folsomlakeford.com">danr@folsomlakeford.com</a> <a href="mailto:markpaoli@folsomlakeford.com">markpaoli@folsomlakeford.com</a>
<b>Address:</b>	DGS/Procurement Division Attn: Timothy Smith 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	Folsom Lake Ford 12755 Folsom Blvd. Folsom CA, 95630

**35. RETURN POLICY**

Not applicable to this contract.

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**36. CREDIT POLICY**

Not applicable to this contract.

**37. RESTOCKING FEES**

There are no restocking fees associated with this contract.

**38. 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

**39. PAYMENT**

A. Terms

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

B. CAL-Card Use

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

C. Payee Data Record

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

**40. CAL-CARD INVOICING**

Not applicable to this contract.

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**41. CALIFORNIA SELLER'S PERMIT**

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

Contractor Name	Seller Permit #
Folsom Lake Ford	SR KH 26797640

**42. ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)**

There is no accessibility requirements associated with this contract.

**43. WARRANTY**

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

The warranty shall be factory authorized and shall cover not less than 3 years/36,000 miles bumper to bumper, no charge parts and labor. All emission-related components shall be warranted in compliance with the California Air Resources Board (CARB) and Federal requirements.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

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

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

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

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

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

**44. QUALITY ASSURANCE GUARANTEES**

There is no additional quality assurance guarantees associated with this contract.

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**45. EQUIPMENT REPLACEMENT DURING WARRANTY**

Not applicable to this contract.

**46. PRINCIPAL PERIOD OF MAINTENANCE**

There is no principle period of maintenance associated with this contract.

**47. RECYCLED CONTENT**

There is no recycled content associated with this contract.

**48. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

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

**49. TAKE BACK/TRADE-IN**

There is no take back/trade in associated with this contract.

**50. ELECTRONIC WASTE RECYCLING**

There is no electronic waste associated with this contract.

**51. ATTACHMENTS**

Attachment A – Contract Pricing

Attachment B – Specification Number 2310-3116R1, dated 6/3/2015

Attachment C – Dealer's Catalog