

2020
EQUIPMENT PROCUREMENT AGREEMENT
(Procurement: Enforcement Vehicle, Police Pursuit Utility)
(Parties: City of Bell Gardens and Folsom Lake Ford)

THIS EQUIPMENT PROCUREMENT AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and FOLSOM LAKE FORD (hereinafter, "Folsom Ford"). For the purposes of this Agreement, City and Folsom Ford may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Folsom Ford interchangeably.

RECITALS

WHEREAS, City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, City desires the purchase of one (1) Ford Police Interceptor Utility vehicle; and

WHEREAS, City desires to enter into an agreement with Folsom Ford for one (1) Ford Police Interceptor Utility vehicle upon the conditions set forth below; and

WHEREAS, per Section 3.04.100(E) (Exceptions) of Chapter 3.04 (Purchasing System) of the Bell Gardens Municipal Code (hereinafter, "Section 3.04.100"), the purchasing policy may be dispensed with when supplies, services or equipment can be produced from a supplier who offers the same or better prices, terms and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency; and

WHEREAS, on April 19, 2018, the Department of General Services (hereinafter DGS) issued an Invitation for Bid (IFB) for the purchase of Enforcement Vehicles, Police Pursuit (A true and correct copy of the IFB is attached and incorporated hereto as **Exhibit "A"**); and

WHEREAS, on December 3, 2019, Folsom Ford was awarded a Procurement Contract # 1-18-23-14B (hereinafter Folsom Ford Contract) (A true and correct copy of the Folsom Ford Contract is attached and incorporated hereto as **Exhibit "B"**); and

WHEREAS, authorized under Section 3.04.100(E) of the Bell Gardens Municipal Code but such to certain terms and conditions set forth, City wishes to avail itself to the opportunity to purchase certain equipment and services that meet the specifications of the Folsom Ford Contract at the same unit pricing and rates given to DGS under the Folsom Ford Contract; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Folsom Ford agree as follows:

Section 1. DESCRIPTION OF EQUIPMENT AND SERVICES.

- A. Subject to all the terms and conditions of this Agreement, Folsom Ford agrees to sell and deliver, those certain vehicles listed in Folsom Ford' Specification 2310-4264-Utilities, dated June 17, 2019 (the "Specifications"). (A true and correct copy of the Specifications is attached and incorporated in the Folsom Ford Contract) (For purposes of this Agreement, the capitalized term "Vehicles" shall refer to the vehicles listed in the IFB. The unit prices charged by Folsom Ford to City for the vehicles listed in the Specifications shall be no greater than the unit prices charged to DGS under the IFB. Except as otherwise provided herein the vehicles shall in all respects meet the specifications set forth under the IFB and shall be subject to all warranties set forth under the IFB and Folsom Ford Contract (Collectively referred to as Folsom Ford Documents).

Section 2. REPRESENTATIVES

- A. City Representative. For the purposes of this Agreement, the Agreement administrator and City's representative shall be Alexandra Marroquin, Director of Park, Recreation and Community Services and Scott Fairfield, Chief of Police and his designee (hereinafter, the "City Representative"). It shall be Folsom Ford's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and Folsom Ford shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.
- B. Folsom Ford Representative. For the purposes of this Agreement Dan Raimondi, is hereby designated as the principal and representative of Folsom Ford authorized to act on its behalf with respect to Folsom Ford's performance under this Agreement and to make all decisions in connection therewith (the "Folsom Ford Representative"). Notice to the Folsom Ford Representatives shall be written to constitute notice to Folsom Ford.

Section 3. WARRANTIES

Folsom Ford shall extended to City all such warranties for the vehicles and delivery provided to DGS under the IFB subject to the same terms and conditions set forth therein, including but not limited to the warranties referenced under Section 27 of the Folsom Ford Contract.

Section 4. COMPENSATION

- A. Compensation for Vehicles. Folsom Ford shall sell, delivery of one (1) vehicle referenced in the Folsom Ford Estimate (hereinafter "Estimate") at unit pricing that is no greater than the unit pricing provided to DGS for identical vehicles under the IFB. The foregoing notwithstanding, in no event may Folsom Ford's total aggregate compensation for the sale and delivery of one (1) vehicle exceed the aggregate sum of THIRTY-NINE THOUSAND TWO HUNDRED-FIFTY DOLLARS AND FORTY-THREE CENTS (\$39,250.43) (the "Vehicle Agreement Price"). A true and correct copy of the Vehicle Agreement Price is attached and incorporated hereto as **Exhibit "C"**;

Section 5. PROHIBITED INTERESTS

Folsom Ford warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for DGS, to solicit or secure this Agreement. Further, Folsom Ford warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Folsom Ford, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 6. INDEPENDENT CONTRACTOR

Folsom Ford will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute as an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association between City and Folsom Ford.

Section 7. RECORDS AND INSPECTION

Folsom Ford shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. City shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

Section 8. CONFLICTS OF INTEREST

Folsom Ford hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by

this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. Folsom Ford hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. Folsom Ford agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that executes in connection with the performance of this Agreement.

Section 9. INDEMNIFICATION

Folsom Ford shall indemnify, defend and hold harmless the City, its elected and appointed officials, commissioners, officers, employees, agents and volunteers for the same types of loss, claims, suits, actions, damages and causes of action and to the same extent afforded the DGS, DGS' officials, commissioners, officers, agents, employees and volunteers.

Section 10. INSURANCE

Folsom Ford shall at all times during its period of performance under this Agreement maintain all policies of insurance at the same coverage levels and of the same type and scope as set forth under the IFB.

Section 11. MUTUAL COOPERATION

- A. City shall provide with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Folsom Ford's services.
- B. In the event any claim or action is brought against City relating to Folsom Ford's performance in connection with this Agreement, Folsom Ford shall render any reasonable assistance that City may require.

Section 12. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

- A. Termination for Convenience. Prior to the issuance of City's written notice to proceed, City may immediately terminate this Agreement, inclusive of the purchase of the vehicles, without cause, without liability and free of any charge or cost to City. Such termination for convenience shall be made in writing signed by the City Representative specifying the effective date of such termination. Folsom Ford may only terminate this Agreement for cause. Except as otherwise provided herein, in the event of City's termination of this Agreement for convenience, Folsom Ford shall be compensated for such vehicles delivered to and accepted by City up to the effective date of the termination.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this

Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection 15(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) Folsom Ford's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) Folsom Ford's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Folsom Ford, whether voluntary or involuntary; (iv) Folsom Ford's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) City's discovery that a statement representation or warranty by relating to this Agreement is false or erroneous in any material respect.

C. Folsom Ford shall cure the following Events of Defaults within the following time periods:

1. Within ten (10) calendar days of City's issuance of a Default Notice for any failure to timely provide City or its agents with any information and/or written reports, documentation or work product which Folsom Ford is obligated to provide to City or its agents under this Agreement. Prior to the expiration of the 10-day cure period, Folsom Ford may submit a written request for additional time to cure the Event of Default upon a showing that it has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or
2. Within fifteen (15) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 15-day cure period, may submit a written request for additional time to cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the equipment specifications that is not susceptible to a cure, City in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by City.

- D. Except as otherwise specified in this Agreement, City shall cure any Event of Default asserted by within forty-five (45) calendar days of Folsom Ford's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 30-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to shall be cured by City within thirty (30) calendar days from the date of Folsom Ford's Default Notice to City.
- E. City, in its sole and absolute discretion, may also immediately suspend Folsom Ford's performance under this Agreement (or the performance of any specific task or function performed by under this Agreement) pending Folsom Ford's cure of any Event of Default by giving written notice of City's intent to suspend Folsom Ford's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, shall be compensated only for those services and tasks which have been rendered by to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
- F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - 1. Upon written notice to Folsom Ford, the City may immediately terminate this Agreement in whole or in part;
 - 2. Upon written notice to Folsom Ford, the City may extend the time of

performance;

3. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Folsom Ford's breach of the Agreement, obtain specific performance from Folsom Ford or to terminate the Agreement; or

4. The City may exercise any other available and lawful right or remedy.

H. In the event City is in breach of this Agreement, Folsom Ford's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to under this Agreement for completed services and tasks. In no event shall Folsom Ford be entitled to receive more than the amount that would be paid to for the full performance of the services required by this Agreement.

I. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 13. FORCE MAJEURE

Folsom Ford shall not be liable for any failure to perform if presents acceptable evidence, in City's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Folsom Ford.

Section 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Folsom Ford and City's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of Bell Gardens
7100 S. Garfield Ave.
Bell Gardens, California 90201
Attn: Chief Scott Fairfield, Chief of
Police

If to FOLSOM FORD:

Folsom Lake Ford
12755 Folsom Blvd.
Folsom, CA 95630
Attn: Dan Raimondi
Phone: (916)353-2000

Section 15. PROHIBITION AGAINST ASSIGNMENT

Folsom Ford shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, which shall not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Folsom Ford.

Section 16. ATTORNEY FEES

In the event that City or Folsom Ford commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 17. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between City and Folsom Ford with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both City and Folsom Ford.

Section 18. GOVERNING LAW; JURISDICTION

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 19. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 20. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

Section 21. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 22. AUTHORIZATION

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

Section 23. SURVIVAL OF PROVISIONS AND OBLIGATIONS

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Section 24. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY OF BELL GARDENS

FOLSOM LAKE FORD

By: _____
Michael O'Kelly, City Manager

By: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Rick Olivarez, City Attorney

EXHIBIT "A"

IFB

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES – PROCUREMENT DIVISION



Invitation For Bid

| | | | | |
|---|---|---|--|---|
| DUE DATE 5/3/2018 | | Responses must be delivered to the Procurement Division before 2:00 PM on the Due Date | | |
| SUPPLIER NAME AND ADDRESS | Event ID: 0000008274 | REV. | DATE 4/19/2018 | PAGE 1 of 16 |
| | ____ % CASH DISCOUNT FOR PAYMENT WITHIN ____ DAYS SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30. | | SHIP TO: As Specified | ARE YOU CLAIMING PREFERENCE AS A CALIFORNIA CERTIFIED SMALL BUSINESS? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, MANUFACTURER? YES <input type="checkbox"/> NO <input type="checkbox"/> ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? YES <input type="checkbox"/> NO <input type="checkbox"/> |
| SUPPLIER CONTACT: | | RETURN TO: DGS/PROCUREMENT DIVISION 707 3rd Street, 2nd Floor, MS 201 West Sacramento, CA 95605 Attn: Bid Room, Rudolph Jimenez Event # 0000008274 Business Unit: 77601 | | |
| NAME (PRINT) | | | | |
| TITLE | | | | |
| SIGNATURE | | | | |
| DATE | | SECTION 14835 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS OR BIDDERS WHO QUALIFY AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION. FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 1896, ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE | | |
| PHONE | | | | |
| EMAIL | | | | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) | | | | |
| Bidder offers and agrees if this response is accepted within 45 calendar days from the date of opening to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified above and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY: By signing above, with inclusion of the date of signature, the above signed Bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) the National Labor Relations Board declaration set forth in Paragraph 43 of the General Provisions is true and correct. (3) If a claim is made for the small business preference, the information set forth within is true and correct. | | | | |

(Contract Reference Number 23-14) PD Reference Only
Business Unit (BU): 77601

1. SCOPE

This solicitation covers the estimated two (2) year requirements of the State of California for Enforcement Vehicles, Police Pursuit. The contract resulting from this solicitation will be mandatory for all State of California Departments and available for use by participating local agencies.

The term of the contract resulting from this solicitation will be for two (2) years. The contract will contain two (2) extension options for one (1) year or portion thereof. If a mutual agreement for a contract extension cannot be met, the contract may be terminated at the end of the current contract term and/or contract extensions.

2. CURRENT CONTRACT

The historical value based on expenditures from the current mandatory statewide contracts, for Enforcement Vehicles, Police Pursuit, 1-15-23-14A (Sedan) is approximately \$11,480,285.96 and 1-15-23-14B (Utility) is approximately \$1,813,929.26.

3. QUANTITIES

Quantities shown for each line item on Attachment 1 – Pricing Worksheet are estimations for evaluation purposes only. The estimated quantities are based upon anticipated purchasing for a two (2) year period. Actual purchasing may vary from this pattern. The State will not guarantee that these quantities will be purchased. Consequently, there is no guaranteed dollar value for this contract. 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 this solicitation.

4. BIDDER QUESTIONS

All Bidders are encouraged to carefully review all pages of this solicitation. All questions, comments, and concerns should be immediately directed to the buyer in writing within at least four (4) working days prior to bid due date. All questions and/or concerns should be sent via email to Rudolph.Jimenez@dgs.ca.gov.

Any Bidder's failure to raise concerns, in writing, related to the solicitation requirements or failure to report an incorrect referenced internet link within at least four (4) working days prior to the bid due date will be deemed a waiver of the Bidder's right to protest any decision for contract award relating to the solicitation requirements.

5. CLARIFYING INFORMATION

At the State's option prior to award, Bidders may be required to submit additional written clarifying information. Failure to submit requested information may result in your bid being considered non-responsive.

6. STATE OF CALIFORNIA ENVIRONMENTALLY PREFERABLE PURCHASING (EPP)

The State of California, Department of General Services, Procurement Division (DGS PD) is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by the California Public Contract Code (PCC), Chapter 6, Sections 12400-12404, and supported by the Governor's Executive Order B-18-12. By signing the Completed Bid Response form, the Bidder is certifying that the products or services offered under this solicitation are in compliance with PCC Section 12404.

The law requires "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods and services that serve the same purpose". Also, the procurement process must consider, to the extent feasible, the product's associated impacts from the product's raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, and safety as well as the needs of the purchaser, and cost.

7. ATTACHMENTS

The following list identifies the applicable documents for this solicitation:

- Attachment 1 – Pricing Worksheet
- Attachment 2a – State of California Bid Specification Number 2310-4264-Sedan, dated 4/12/18
- Attachment 2b – State of California Bid Specification Number 2310-4444-Utility, dated 4/12/18
- Attachment 3 – Contract Reporting Data
- Attachment 4 – NOT APPLICABLE
- Attachment 5 – Bidder Declaration Form (GSPD-05-105) REV 08/09
- Attachment 5a – Commercially Useful Function (CUF) Worksheet
- Attachment 6 – NOT APPLICABLE
- Attachment 7 – California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions REV 09/03/09
- Attachment 8 – Disabled Veteran Business Enterprise (DVBE) Declaration Form (STD. 843) REV 05/06
- Attachment 9 – Postconsumer-Content Certification REV 10/09
- Attachment 10 – Darfur Contracting Act
- Attachment 11 – Alternative Protest Process Regulations
- Attachment 12 – California Civil Rights Laws Certification
- Attachment 13 – Federal Debarment Certification
- Exhibit 1 – Performance Test Methodology

8. BIDDER INSTRUCTIONS

The Bidder Instructions (rev 11/09/2011) applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/GSPD451-110911.pdf>

9. GENERAL PROVISIONS

The General Provisions (rev 06/08/2010) applicable to this solicitation are located at the link below:

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

10. METHOD OF AWARD

This solicitation shall be awarded by individual groups. In order to be considered for award all line items in the group must be bid. The groups are defined as follows:

- Group 1 – Enforcement Sedan
- Group 2 – Enforcement Utility

Award will be made to the responsive and responsible Bidder with the lowest total net cost for each Group. The State reserves the right to make additional awards to responsive and responsible Bidders for each Group if their total net cost is within five percent (5%) of the lowest total net cost for that Group. Additional awards to the responsive and responsible Bidders shall represent a different Make/Model vehicle(s) for each Group.

Note: If award is made to more than one (1) Bidder, the ordering agency will have the authority to select either Contractor in each Group.

11. PRICING STRUCTURE

Contract items are categorized under two (2) main categories: Core Items and Non-Core Catalog Items.

- **Core Items:**
Core line items are defined as high-use Enforcement Vehicles, Police Pursuit commonly purchased by the State, based on recent historical data. These items will be available for purchase by ordering agencies at a fixed contract price. The State reserves the right to eliminate any specific line item(s) from the final award.
- **Non-Core Catalog Items:**
Non-Core catalog items are defined as all Enforcement Vehicles, Police Pursuit options available in the Contractor's commercially available catalog. The Dealer's published commercial catalog is regularly maintained by the contract and is either published or available for inspection by customers and/or general public. **Non-Core Catalog Items shall be limited to Enforcement Vehicles, Police Pursuit options not included as part of the Core Line Items identified in Attachment 1 – Pricing Worksheet).**

The published commercial catalog shall include, at a minimum:

- The contractors stock keeping number (SKU)
- The manufacturer ad manufacturer code/part number (MPN)
- A complete and accurate description of the item
- The unit of measure (UOM)
- The quantity of unit of measure (QUOM)
- List Price/MSRP

Non-Core Catalog Items shall be available for purchase by ordering agencies at a single Discount off Catalog List Price. The Contractor's discount off list price (quoted on Attachment 1 – Pricing Worksheet, Non-Core Catalog) will be applicable to all Non-Core Catalog Items purchased by the State from the Contractor's catalog, except those listed as Core Items. The discount percentage bid shall be a whole number and not containing any numerals after the decimal point (example: 49% is acceptable, 49.3% is not).

Note: Vehicles with options added or deleted shall continue to meet or exceed the appropriate minimum specification contained in this solicitation.

12. LINE ITEMS

All products to be offered as part of the contract resulting from this solicitation shall be listed on Attachment 1 – Pricing Worksheet. Bidders are required to provide the following proposed product information for each line item (in the yellow cells provided on Attachment 1):

- Manufacturer Part Number (OEM #)
- Manufacturer (OEM)
- Model
- Bidder's product Stock Keeping Unit Number (SKU#)
- Item Description
- Unit of Measure (UOM)
- Quantity in UOM
- List Price/MSRP
- Contract Discount

Note: Please refer to the Worksheet Key tab for field definitions.

13. SPECIFICATIONS

All products offered must conform to the attached specifications entitled Attachment 2a – Bid Specification 2310-4264 Sedan, dated 4/12/18 and Attachment 2b – Bid Specification 2310-4444, Utility, dated 4/12/18.

14. DESCRIPTIVE LITERATURE

Bidders are requested to submit complete descriptive literature with the bid response. Descriptive literature should be annotated to specify the applicable page, brand, model and Contract Line Item Number (CLIN).

15. FACTORY AUTHORIZED DISTRIBUTOR

All Bidders shall be the factory, or a factory authorized distributor, and offer factory or factory authorized service for the products they are offering. The Bidder shall provide a Factory Authorization Letter with the bid response or within five (5) working days from receipt of notice from the State. Notice may be made by phone, fax, e-mail, or commercial overnight carrier. If required, the Bidder will be given one opportunity to submit the Factory Authorization Letter. Failure to submit requested information will result in your bid being considered non-responsive.

Additionally, each bidding dealership shall submit with the response, a list of factory approved and authorized service facilities located within the State of California, for maintenance and/or repair of vehicle(s) bid.

16. SAMPLES

Not Applicable

17. RANDOM SAMPLE COMPLIANCE REVIEW

Not Applicable

18. PRICES

All prices shall be noted on Attachment 1 – Pricing Worksheet. Prices shall be all inclusive. Only the prices/charges submitted in the bid response shall be included in the awarded contract. No other fees can be charged to the customer.

Bidders shall submit one (1) hard copy and one (1) electronic copy (on a CD-ROM in Microsoft Excel format) of the completed Attachment 1 – Pricing Worksheet with the bid response. If a discrepancy occurs between the hard copy and the electronic copy, the hard copy will take precedence. Failure to submit the Attachment 1 – Pricing Worksheet with your bid response shall result in your bid being considered non-responsive.

19. PRICING WORKSHEETS

Attachment 1 – Pricing Worksheet contains the price sheets that the Bidders shall use to enter pricing/discounts for this solicitation.

Sedan

- Core Items / Non-Core Catalog Items

Utility

- Core Items / Non-Core Catalog Items

In order to be considered for award, all line items in the Core group and the discount for the Non-Core Catalog in Attachment 1 – Contract Pricing must be bid.

Cash Discount

Delete Bidder Instructions Item number 5, CASH DISCOUNTS (GSPD-451, dated 11/09/2011), in its entirety. Any cash discount offered is to be shown in dollars per unit and is to be so designated in the appropriate section of the Invitation for Bid (Page 1).

A Bidder may offer any cash discount amount; however, any cash discount exceeding \$500.00 per unit shall be considered a trade discount and will be deducted from the actual bid price. Discounts for payment of less than twenty (20) days will not be considered.

For this bid, cash discount time will be 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, on the date on the State warrant or check. Usually, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

20. PRICE ADJUSTMENTS

All prices shall be firm fixed for the contract term, including any optional year extensions and no price adjustment will be allowed.

21. NON CORE CATALOG PRICING ADJUSTMENTS AND APPENDICES

No sooner than ten (10) months after the start date of the contract, or ten (10) months after the effective date wherein any price change was granted, the Contractor may request to have the latest commercially available catalog become the new

basis of prices. Only one change to catalog prices shall be allowed within a twelve (12) month period after the start date of the contract. Any item(s) offered by the Contractor to the State that are not in the commercially available catalog must be included in an appendix to the catalog. An updated appendix shall be provided to the State on a quarterly basis to reflect additions made to the catalog through the contract year. Additions shall be reviewed and approved by the contract manager prior to inclusion to the catalog. New items and their catalog list prices added to the appendix will become part of the catalog and adhere to the same timeline updating prices as the original catalog and appendix. All discounts for the non-core category basket will remain fixed for the entire term of the contract.

22. PRICE DECLINES

The Contractor shall immediately notify the State Contract Administrator of all manufacturers' price declines and the State shall receive full benefit of such declines, effective on the date of manufacturer's public announcement.

23. SALES TAX

Sales tax is not to be included in the bid response or on Attachment 1 – Pricing Worksheet. If awarded the contract, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the product is to be delivered. If Federal Excise Tax applies, Bidder shall list the amount and submit information with bid response.

24. MINIMUM ORDER

There minimum order shall be one (1) vehicle.

25. CONTRACTOR ORDERING INFORMATION

By signing and submitting this solicitation, the Bidder agrees to accept orders by facsimile, e-mail or U.S. Mail. Bidders must list below business address, facsimile, and e-mail address to which orders should be sent:

Company Name: _____
Street Address: _____
City, State, and Zip: _____
Telephone Number: () _____
Facsimile Number: () _____
E-Mail Address: _____
Contact (if applicable): _____

26. ORDERING PROCEDURE

State departments shall submit a complete Purchasing Authority Purchase Order (STD. 65) directly to the Contractor or complete the Purchase Order process in Fi\$Cal. The Purchasing Authority Purchase Order (STD. 65) shall contain, at a minimum, the following information:

1. Agency Order Number (Purchase Order Number)
2. Agency Billing Code
3. Purchasing Authority Number
4. Leveraged Procurement Number (Contract Number)
5. Agency Name
6. Item Number
7. Quantity
8. Unit
9. Description and Contract Line Item Number (CLIN), if applicable
10. Unit Price
11. Extension Price

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

The Contractor shall not accept incomplete orders from ordering agencies.

27. ORDER RECEIPT CONFIRMATION

The Contractor must confirm receipt of the purchase order, either via e-mail or facsimile, within 48 hours of receipt. Order Receipt Confirmation to each ordering agency shall include the following information:

1. Ordering Agency Name
2. Agency Order Number (Purchase Order Number)

3. Total Cost
4. Anticipated Delivery Date

Note: Subsequent the Order Receipt Confirmation, contractor(s) shall fulfill the purchase order with no exception.

28. DELIVERY

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, services and detailed by the delivering dealer and/or the manufacturers 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 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".

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

The successful Bidder (dealer) will be required to deliver vehicles to State agencies or local 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 supplier 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 a dealer 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.

30. DISTRIBUTION PLAN

Bidders are requested to submit a Distribution Plan with their bid response. The Distribution Plan should be the Bidder's written plan for distribution of the products. The plan must clearly show distribution from the manufacturers to the end users, including all points in between specific to this resulting contract only, and the role that you as the Contractor of record will play in the distribution. This plan should clearly identify all parties, including any subcontractor, Disabled Veteran Business Enterprises (DVBE) and/or Small Business (SB) participants, involved in the execution of this contract and their responsibilities.

31. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

32. PACKAGING, PACKING AND MARKING

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>.

33. RECALL PROCEDURES

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

34. ADDITIONAL REQUIREMENTS

The following additional contract requirements apply.

A. PERFORMANCE TESTING:

Upon award, the CHP shall issue a purchase order for one (1) sedan and one (1) utility test unit from the selected Bidder from each Group. The requested Bidder shall be required to provide one (1) sedan and/or one (1) utility vehicles, as appropriate, identical to the model proposed, which would be available for testing within fourteen (14) calendar days of the State's written notification. The sample vehicles shall be equipped with all available specification requirements and be delivered to the CHP Fleet Operations, 3300 Reed Ave., West Sacramento, California 95605. Paint colors preferred for testing vehicles are: First choice - black/white, Second choice - white, Third Choice - with the State's approval, any other color.

Bidder shall notify the Department of General Services Procurement Division prior to delivery when the vehicles are ready for testing. Testing shall be completed within thirty (30) calendar days of delivery. After testing, the Bidder will correct compliance deficiencies, if found, within fourteen (14) calendar days and re-submit to validate compliance.

The State reserves the right to test the performance of any 2019 and later model year vehicle offered to confirm the vehicles ability to meet the acceleration, top speed, vehicle dynamics and braking performance requirements as described in Exhibit 1.

Failure of a specific vehicle make/model to pass performance requirements, as described in Exhibit 1, shall disqualify the Bidder(s) and the specific make/model of vehicle under evaluation.

If a specific vehicle make/model fails to pass performance requirements, as described in Exhibit 1, permits the CHP to move to the next Bidder, if applicable.

B. RADIO COMPLIANCE:

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.

C. RECEIVING INSPECTION:

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.

D. 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

The following document shall be delivered at the time of bid submittal:

Ballistic III door panel testing compliance shall meet the National Institute of Justice (NIJ) level III and a copy of the letter submitted on company letterhead, with bid submittal.

E. STATE NOTIFICATION:

The supplier shall notify the State Contract Administrator, in writing, of any strike, plant shutdown, etc., that may result in eventual delivery delays.

F. 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-mile 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. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

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. The solicitation shall also require each awarded dealer to designate by name, a responsible contact and alternate assigned for the duration of the contract, who will resolve State warranty-related claims on a priority basis.

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

G. WARRANTY REPAIR PARTS:

It shall be the responsibility of the contractor to maintain an adequate stock of all regular and special parts to meet the continuing service and warranty 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 the contractor's expense when parts are not in stock in California parts depots. Warranty replacement parts shall be available within three (3) working days after telephone notification.

H. ASSIGNMENT:

If it is the intention of the Bidder to assign any resultant contract from this bid to a bank or any other financial institution, indicate the bank or institution here:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

I. STATE FINANCIAL MARKETPLACE:

Questions regarding financing provisions may be directed to Pat Mullen, Section Chief, Department of General Services, Procurement Division, at (916) 375-4617.

35. INVOICING REQUIREMENTS

The Contractor is to render invoices as instructed on individual orders. The Contractor's invoice must include at a minimum:

1. Contractor's name, address and telephone number
2. Leveraged Procurement Number (Contract Number)
3. Agency Order Number (Purchase Order Number)
4. Line Item Number
5. Quantity purchased
6. Contract Unit Price and Extension
7. State sales and/or use tax
8. Prompt payment discounts/cash discounts, if applicable
9. Totals for each order

The State's obligation to make payment pursuant to the contract is subject to availability of appropriation funds. Receipt of a Purchasing Authority Purchase Order (STD. 65) or Purchase Order in Fi\$Cal under this contract is proof of funds for that order.

36. 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.

37. CAL-CARD PAYMENT

Not Applicable.

38. CONTRACTOR RESPONSIBILITY:

1. Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.
3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).
4. Contractor shall assign a Contract Manager to act as a contact for all contract-related issues. Provide Contractor Contract Manager information below:

Contract Manager Name: _____
 Street Address: _____
 City, State, and Zip: _____
 Telephone Number: () _____
 Facsimile Number: () _____
 E-Mail Address: _____

39. **REPORTING REQUIREMENTS:**

The following reports are required to be submitted by the Contractor in accordance with the instructions outlined below. Reports must contain at a minimum, but not limited to, the data elements identified in Attachment 3 - Contract Reporting Data. Reports shall be provided to the State Contract Administrator, in Excel format via email or via U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

Note: Reports are to be submitted even when there is no activity for the reporting period.

A. **Contract Usage Report:**

The Contractor shall provide an electronic Contract Usage Report to the State Contract Administrator on a monthly basis. The Contract Usage Report shall detail all invoiced purchases (from State Departments and/or local governmental agencies) against the contract during the specified reporting period.

B. **Local Business Activity Report:**

The Contractor shall provide an electronic Local Business Activity Report to the State Contract Administrator on a monthly basis. The Local Business Activity Report shall detail all invoiced purchases (from local governmental agencies only) against the contract during the specified reporting period and the Total Incentive Fee due to DGS/PD. Note: The Local Business Activity Report is considered separate from the Contract Usage Reporting requirement.

C. **SB/DVBE Participation Report:**

The Contractor shall provide an electronic SB/DVBE Participation Report to the State Contract Administrator on a monthly basis. 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.

D. **Aging Debt Report:**

The Contractor shall provide an electronic Aging Debt Report to the State Contract Administrator on a monthly basis. The Aging Debt Report must contain the outstanding invoices by State Department for the specified reporting period.

E. **Ad Hoc Reporting:**

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.

40. **INCENTIVE FEE FOR SALES TO LOCAL GOVERNMENTAL AGENCIES**

For all local government agency transactions issued against the contract resulting from this solicitation, the Contractor is required to remit the Department of General Services, Procurement Division (DGS/PD) an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. Local government agencies include cities, counties, special districts, California State University and University of California systems, K-12 school districts and community colleges empowered to expend public funds (California Public Contract Code Section 10298).

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.) Payment by the Contractor shall be made to DGS/PD based on the schedule shown below irrespective of reimbursement by each participating entity.

Contractor shall submit a check payable to the State of California, Department of General Services (DGS), for an amount equal to 1 percent (0.01) of the total local government agency sales for the monthly 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 \$1,000.00.)

Along with each check, a Local Business Activity Report shall be submitted to the State Contract Administrator. The Local Business Activity Report requirements are specified in REPORTING REQUIREMENTS, paragraph B.

If a Contractor holds multiple contracts, the Contractor may submit one 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.

Failure to submit correct reports and checks on a timely basis shall constitute grounds for suspension of this contract. Reports and check deliveries are due for the monthly 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.)

Incentive Fee Checks shall be submitted to the following address:

Department of General Services
Procurement Division
Contracts Management Unit
Attn: Rudolph Jimenez
707 Third Street, 2nd Floor
West Sacramento, CA 95605

41. RESPONSIBLE BIDDER

The Department of General Services may require Bidders to submit evidence of their qualifications at such times, and under such conditions, as it may require. The question of whether a particular Bidder is a responsible Bidder involves an evaluation of the Bidder's experience, facilities, reputation, financial resources, and other factors existing at the time of contract award. Being placed on the State bid list shall not preclude the State from determining that the Bidder is not a responsible Bidder. If determined to be not a responsible Bidder, your bid will be rejected.

42. CUSTOMER REFERENCES

Not Applicable

43. SELLER PERMIT/STATE VEHICLE DEALER

Bidders must provide their California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization (BOE), pursuant to all requirements as set forth in Sections 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code. In order to expedite the process of verifying the validity of the permit, provide the BOE permit number in the space provided below (or attach a copy of the permit with your bid.)

Retailer's Seller's Permit Number: _____

Bidder must be a licensed State of California vehicle dealer. Bidders shall provide their State Vehicle Dealer License number. In order to expedite the process of verifying the validity of the license, provide the license number in the space provided below.

State Vehicle Dealer License Number: _____

Note: Award will be conditional on providing seller/vehicle dealer permit information prior to award.

44. DECLARATION FORMS

All Bidders must complete the Bidder Declaration GSPD-05-105 ([Attachment 5](#)) 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 who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed Disabled Veteran Business Enterprise Declaration Form STD 843 ([Attachment 8](#)). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. The completed form should be included with the bid response.

45. 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 Section 14837(d)(4).

- A. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive:
For the purposes of this solicitation, the Disabled Veteran Business Enterprises (DVBE) participation requirement and DVBE Incentive have been waived.

- B. Small Business Preference
A five percent (5%) bid preference is available to Bidders certified as a small business per Government Code 14835 et seq. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

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. on the bid due date, and the OSDS must be able to approve the application as submitted.

The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals can be viewed at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

- C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)
SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the five percent (5%) small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation. Small business nonprofit veteran services agencies (SB/NVSA) 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 five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California Certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

- E. Target Area Contract Preference Act (TACPA)
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 forms, requirements, and submittal instructions located at <http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>. 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 the Department of General Services, Procurement Division at (916) 375-4609.

46. **COMMERCIALLY USEFUL FUNCTION (CUF)**

Bidders must describe compliance with CUF requirement for each certified supplier (Bidder or subcontractor) on Attachment 5a – Commercially Useful Function (CUF) Worksheet. Bidders must complete one (1) worksheet for each certified supplier.

Completed worksheets must be submitted with the bid. 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 bid. If the bid involves the use of subcontractors for a portion of the contract, the Bidder must:

1. Explain how the Bidder, as the prime Contractor, will manage and control the work of the subcontractor(s).
2. Explain the roles assigned to the prime Contractor and subcontractor(s) during the execution of the contract.

47. SB/DVBE PARTICIPATION COMMITMENT REQUIREMENT

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/DVBE subcontractors are actually performing the work committed to and being paid accordingly, as reported in the SB/DVBE Participation Report.

Note: The corresponding percent of bid price identified on Exhibit 8.7, Bidder Declaration, represents the percentage of total contract dollars to be paid to the subcontractor. Example: Bidder commits to 3% DVBE subcontractor participation on a contract with a total spend of \$1,000,000.00. Bidder shall pay subcontractor a minimum of \$30,000.00 for work performed under the contract.

48. PAYEE DATA RECORD

Bidder(s) to be awarded this contract will be required to complete and sign a Payee Data Record (STD 204) before contract award. The Payee Data Record (STD 204) is available at:
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

49. POSTCONSUMER-CONTENT CERTIFICATION

State departments are required to report purchases made within 11 product categories in the California Department of Resources Recycling and Recovery's (CalRecycle), formerly the California Integrated Waste Management Board, State Agency Buy Recycled Campaign (SABRC) per Public Contract Code (PCC) Sections 12200-12217.

In order to comply with those requirements, Bidders are required to complete and return the Postconsumer-Content Certification form (Attachment 9) prior to award.

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

- 1) PCRC Percentages Worksheet – Contractor(s) shall complete the PCRC Percentages Worksheet listing the percentage of post-consumer recycled content material for each product offered.
- 2) Letter of Certification – Contractor(s) 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 product(s) contain no post-consumer recycled material.
- 3) Reportable Product Categories Table – This table is provided for informational purposes only and identifies the 11 reportable SABRC product categories.

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

50. DARFUR CONTRACTING ACT

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 copy of this written authorization must be submitted with the bid or the bid will be considered non-responsive.

Bidders are required to submit a completed Attachment 10 – Darfur Contracting Act Certification form if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States. Bidders must submit the completed form with the bid response or within five (5) working days from receipt of notice from the State.

Note: Attachment 10 is not required for companies who have not, within the previous three years, had any business activities or other operations outside of the United States.

51. TAX DELINQUENCY

Per AB1424, Chapter 455, the California Department of Tax and Fee Administration (CDTFA) will on a quarterly basis, and the Franchise Tax Board (FTB), at least twice each calendar year, will make available a list of the 500 largest tax delinquencies

Pursuant to the Public Contract Code Section 10295.4, effective July 1, 2012, persons or companies identified as the largest tax delinquents by the CDTFA or FTB are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of Public Contract Code Section 10295.4 is considered void and unenforceable.

Prior to executing any state contract or renewal for non-IT goods or services, the contracting department must verify that the Contractor is not on a prohibited list by checking both the CDTFA and FTB websites. This requirement applies regardless of the procurement approach, method, or solicitation format used. Departments that elect to develop their own processes or documents to suit their business needs should work with their legal counsel to ensure compliance with code. Public Contract Code 10295.4 provides no exceptions to these prohibitions.

<https://www.ftb.ca.gov/aboutFTB/Delinquent-Taxpayers.shtml#BE-Panel>
<https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

52. CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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:

- A. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- B. 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).
- C. (1) That any policy that 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).

(2) 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 Attachment 12 – California Civil Rights Laws Certification form with the bid response. Failure to submit this form may result in your bid being considered non-responsive.

53. FEDERAL DEBARMENT CERTIFICATION

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 complete Attachment 13 – Federal Debarment Certification form.

54. ALTERNATIVE PROTEST PROCESS

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 (Attachment 11). The link to the regulations is: <http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>.

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any Bidder who submits a written request for notice and provided a facsimile number.

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 second (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 ten percent (10%) of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

55. NEGOTIATIONS

This solicitation is subject to the provisions of Public Contract Code Section 6611. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to PCC 6611, in accordance with the existing guidelines adopted by DGS.

56. RESPONSE CHECKLIST

A. Mandatory Documents:

The following checklist identifies the applicable items that must be completed and returned in order to be evaluated for award:

- ☐ Completed Bid Response Form GSOP S5-PIN (pages 1-16) including:
 - ☐ Signed front page *
 - ☐ Contractor Ordering Information (refer to page 5 of this solicitation)
 - ☐ Contractor Manager Information (refer to page 9/10 of this solicitation)
 - ☐ Seller Permit Information (refer to page 11 of this solicitation)
 - ☐ State Vehicle Dealer License Information (refer to page 11 of this solicitation)
- ☐ Distribution Plan (refer to page 7 of this solicitation)
- ☐ Payee Data Record Form STD 204 (refer to page 13 of this solicitation)
- ☐ Attachment 1 – Pricing Worksheet *
- ☐ Attachment 5 – Bidder Declaration Form GSPD-05-105 * (refer to page 11/12 of this solicitation)
- ☐ Attachment 5a - Commercially Useful Function (CUF) Worksheet (refer to page 12/13 of this solicitation)
- ☐ Attachment 8 – Disabled Veteran Business Enterprise Declaration Form STD 843 (refer to page 11 of this solicitation)
- ☐ Attachment 9 – Post Consumer Content Certification (refer to page 13 of this solicitation)
- ☐ Attachment 10 – Darfur Contracting Act Certification / Letter from DGS Director if applicable (refer to page 13/14 of this solicitation)
- ☐ Attachment 12 – California Civil Rights Laws Certification (refer to page 14 of this solicitation)
- ☐ Attachment 13 – Federal Debarment Certification (refer to page 14 of this solicitation)
- ☐ Document – Ballistic III Door Panel Testing Compliance (refer to page 8 of this solicitation)

* Failure to return item with your bid response will result in your bid being considered non-responsive.

B. Optional Documents:

The following items must be returned with the bid response only if your intention is to claim the applicable Bidder preference, if you are not claiming a preference, you are not obligated to fill out and/or return any of the following forms. Forms are located at: <http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>.

- ☐ Target Area Contract Preference Act (TACPA), request form (Std. 830).
- ☐ Manufacturer's Summary, form (DGS/PD 525) for goods only.
- ☐ Bidder's Summary, form (DGS/PD 526) for goods and services.

The State makes no warranty that the response checklist is a full and comprehensive listing of every requirement specified in the IFB. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirement(s). The checklist is only a tool to assist participating Bidders in compiling their final bid response. Bidders are encouraged to carefully read the entire IFB. The need to verify all documentation and responses prior to the submission of final bids cannot be over emphasized.

57. STATE'S OWN BID FORM/SOLICITATION

Only bids quoted on the State's own bid form will be considered. Bids submitted referencing supplier attachments which include terms and conditions that conflict with the State's complete solicitation shall be considered non-responsive and such bids shall be rejected.

58. BID SUBMITTAL

All bids should be sent via U.S. Mail or carrier and addressed as follows:

DGS – Procurement Division
707 3rd Street, 2nd Floor, MS 201
West Sacramento, CA 95605
Attn: Bid Room, Rudolph Jimenez
Event #0000008274
Business Unit: 77601

Note: Faxed bids will not be accepted for this solicitation.

EXHIBIT "B"

FOLSOM FORD CONTRACT



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

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

****Supplement 4****

(Incorporates Supplements 1 – 4)

EFFECTIVE DATE: ***12/03/2019***
CONTRACT NUMBER: 1-18-23-14B
DESCRIPTION: Enforcement Vehicle, Police Pursuit
Utility
CONTRACTOR: Folsom Lake Ford
CONTRACT TERM: 06/07/2018 through ***06/06/2021***
STATE CONTRACT ADMINISTRATOR: Rita Seale
(916) 375-4804
Rita.Seale@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/gsp/dgspd/401.pdf>)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

| | | |
|--|---|---|
| Mailing Address: Folsom Lake Ford 12755 Folsom Blvd Folsom, CA 95630 | Fax/Email: Fax: (916) 3532078 Email: danr@folsomlakeford.com markp@folsomlakeford.com | Contact Information: Folsom Lake Ford Dan Raimondi (916) 353-2000 Ext 376 Mark Paoli (916) 353-2000 Ext 307 |
|--|---|---|

Original Signature on File

Rita Seale, Contract Administrator

Date: ***December 3, 2019***

Contract Mandatory 1-18-23-14B
Contract User Instructions

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

SUMMARY OF CHANGES

| Supplement No. | Description/Articles | Supplement Date |
|----------------|---|-------------------|
| *4* | <p>The contract 1-18-23-14B has been updated as follows:</p> <ul style="list-style-type: none"> <i>*The contract expiration date has been extended*</i> <i>Deleted language in Article 2A, Contract Usage/Rules – State Departments</i> <i>Deleted language in Article 5, Problem Resolution/Supplier Performance</i> <i>*Correct Dealer Contact last name in Article 13 Ordering Procedure*</i> <p>All else remains the same</p> | *12/03/19* |
| 3 | <p>The contract 1-18-23-14B has been updated as follows:</p> <ul style="list-style-type: none"> Split the User Instructions from one document for Contract A & B, into two documents, one for each Contract. Split Pricing Worksheets into two documents, one for each Contract. Updated User Instructions for ADA Compliance Updated Group 2 Pricing Worksheet to update CLIN 201 and add CLIN 206 and 207 <p>All else remains the same</p> | 6/17/2019 |
| 2 | <p>The contracts 1-18-23-14 (A, B) have been updated as follows:</p> <ul style="list-style-type: none"> Updated links in the documents Pricing Worksheet for 1-18-23-14B has been updated Ford Taurus Interceptor Sedan has been removed from Contract 1-18-23-14B Group 1 <p>All else remains the same</p> | 5/15/2019 |

Contract Mandatory 1-18-23-14B
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| Supplement No. | Description/Articles | Supplement Date |
|---------------------------|-----------------------------|----------------------------|
| N/A | Original Contract Posted | 6/74/2018 |

All other terms and conditions remain the same.

Contract Mandatory 1-18-23-14B
Contract User Instructions

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Contract Mandatory 1-18-23-14B
Contract User Instructions

1. SCOPE

The State's contract with Folsom Lake Ford provides Enforcement Vehicles, Police Pursuit (Utilities), at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-23-14B. 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 Enforcement Vehicles, Police Pursuit (Utilities) to the State.

The contract term is for two (2) years with an option to extend the contract for two (2) additional one (1) year 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~~ <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Obtain-Purchasing-Authority> ~~*Purchasing Authority Application (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Obtain-Purchasing-Authority)* or}~~ may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

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- 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, Section 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.
 - 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% 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. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

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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.

~~{For Contractor performance issues, ordering agencies must submit a completed Supplier Performance Report <http://www.documents.dgs.ca.gov/pd/contracts/FORMS/SupplierPerformanceReport.doc> via email or facsimile to the State Contract Administrator identified in Article 23, Contract Administration.}~~

The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

All line items are listed on Attachment A – Contract Pricing.

7. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, must conform to the State of California Bid Specification Number 2310-4444-Utility, dated 4/12/2018, Attachment 2b.

8. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

9. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 06/08/10), section 16 entitled "Substitutions".

10. PROMOTIONAL PRICING

The Contractor shall immediately notify the State CA of all manufacturers' price declines and the State shall receive full benefit of such declines, effective on the date of manufacturer's public announcement.

11. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

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

2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL 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).

12. MINIMUM ORDER

The minimum order shall be one (1) vehicle

13. ORDERING PROCEDURE

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

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- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

| ORDER PLACEMENT INFORMATION | | |
|--|--|---|
| U.S. Mail: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630 | Facsimile: (916) 353-2078 Email: danr@folsomlakeford.com markp@folsomlakeford.com | Dan Raimondi (916) 353-2000 Ext 376 Mark *Paoli* (916) 353-2000 Ext 307 |

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

14. 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 CA approval of non-core items
- Contain non-contract items
- 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.

15. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation 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

16. OUT OF STOCK REMEDY

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

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

Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

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

17. DISCONTINUED ITEM REMEDY

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 (per Article 9, 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 CA.

If an OEM ends production on the model year vehicle bid and a replacement is not available, the contract shall be terminated effective the date of the notification to the CA.

18. DELIVERY SCHEDULES

Delivery for orders placed against this contract 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 agencies is to be completed in full within 150 days ARO.

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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.

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".

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

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

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 contractors. 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

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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 supplier 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 a dealer 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.

20. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, section 12 entitled "Packing and Shipment". The General Provisions are available at: Non-IT General Provisions, rev 06/08/2010 (<http://www.documents.dgs.ca.gov/dgs/fmc/gsp/dgspd401.pdf>)

21. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section, via facsimile or email, to the ordering agency upon written request.

22. 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.

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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.

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 Sticker" showing all options installed
- One (1) copy of the vehicle warranty
- One (1) Owner's Manual
- Speed Calibration documentation for each vehicle

23. 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.

| Administrator Information | DGS-PD (State Contract Administrator) | Elk Grove Auto Group (Contractor) |
|---------------------------|--|--|
| Contact Name: | Rita Seale | Dan Raimondi or Mark Paoli |
| Telephone: | (916) 375-4804 | (916) 353-2000 Ext. 376 or (916) 353-2000 Ext. 307 |
| Facsimile: | (916) 375-4613 | (916) 353-2078 |
| Email: | Rita.Seale@dgs.ca.gov | danr@folsomlakeford.com markp@folsomlakeford.com |
| Address: | DGS/Procurement Division Attn: Rita Seale 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605 | Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630 |

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

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25. 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. 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.

D. 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.

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.

| Contractor Name | Seller Permit # |
|------------------|-----------------|
| Folsom Lake Ford | 026-797640 |

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Contract User Instructions

27. 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-mile 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. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

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. The solicitation shall also require each awarded dealer to designate by name, a responsible contact and alternate assigned for the duration of the contract, who will resolve State warranty-related claims on a priority basis.

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

Contract Mandatory 1-18-23-14B
Contract User Instructions

28. RECYCLED CONTENT

There is no recycled content associated with this contract.

29. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

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

30. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file.

31. ATTACHMENTS

Attachment A – Pricing Worksheet – Enforcement Utility, Group 2
Attachment 2 – Specification 2310-4264-Utilities, dated 6/17/2019

1.0 SCOPE:

This specification describes the State of California minimum requirements for an **all or rear wheel drive** utility vehicle to be used in high-speed highway traffic and general law enforcement work. The vehicle will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads, and road surfaces and at altitudes ranging from approximately 200 feet below sea level to 10,000 feet above sea level. Ambient temperatures to which the vehicle will be exposed will range from approximately 0°F to 120°F.

The manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operational conditions to which the vehicles will be subjected. Engine, transmission, driveline, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, as well as safety and not merely meet the minimum requirements of this specification. Where necessary, the component parts shall exceed the usual quantity, quality, or capacity generally supplied with standard production vehicles in order to withstand the unusual strain, exposure, temperature, wear and use required for a police application.

2.0 RULES AND REGULATIONS:

Vehicles shall comply with all applicable California Vehicle Code (CVC), Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS) and California Code of Regulations, Title 13, "Motor Vehicles" rules and regulations (except emissions regulations). Vehicles shall also comply with Society of Automotive Engineers (SAE) J 1100, "Motor Vehicle Dimensions" in addition to all other applicable SAE standards. In addition, all vehicles shall comply with all other Federal and State rules, regulations and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid. Vehicles shall meet 50 State emissions requirements that allow the resale of these vehicles to the general public as originally equipped upon emergency vehicle "service life" completion.

3.0 VEHICLE:

All vehicles offered in compliance with these specifications shall be the manufacturer's "Police Pursuit Utility Vehicle" rated model and shall be suitable for high-speed pursuit and emergency driving. All vehicles shall meet the following minimum specifications:

4.0 REQUIREMENTS:

4.1 General: Each vehicle shall be new (unused), current model year production. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall also be installed.

4.2 Engine: The engine shall be a manufacturer's "Police Package" configuration equipped with altitude compensating electronic fuel injection.

The engine shall have a displacement, to be determined by the manufacturer, sufficient so that all performance requirements described in Section 1.0, Scope and Section 4.25, Performance Requirements are achieved.

The engine shall be designed to operate knock free at all engine and vehicle speeds on unleaded fuel with a minimum octane rating of 87 ($RM + MM \div 2$).

- 4.3 **Engine Oil Cooler:** An auxiliary engine oil cooler shall be installed if required to maintain oil operating temperatures $\leq 300^{\circ}\text{F}$, under operating conditions described in the Section 1 of this specification.
- 4.4 **Fuel Supply System:** The fuel supply system shall be of such a design to eliminate vapor lock when the engine is operating in high ambient temperatures or during periods of extended idling.
- 4.5 **Fuel Tank:** The fuel tank furnished shall be the largest capacity available.
- 4.6 **Cooling System:** The cooling system shall be liquid pressurized, forced circulation type. The manufacturer shall provide the heaviest duty cooling system components and recovery system applicable to the model offered. The cooling system design and capacity shall maintain the engine at optimum temperature, under all operating conditions specified, without any loss of coolant or overheating of engine and components. The cooling system shall be free of contaminants that may affect cooling system component longevity and performance. Optimum engine temperature shall be maintained with the vehicle loaded to the vehicle manufacturer's published maximum gross vehicle weight rating (GVWR) and continually operated in all operating environments described within the scope of this specification.
- 4.7 **Electrical System:** The electrical system shall be 12 volt negative ground. All wiring shall include weather proof connectors.
- The vehicle battery shall be the optional heaviest duty type available, compatible with the vehicle charging system and intended for police service. The vehicle battery shall have a minimum of 700 cold cranking amps, with a manufacturing date not exceeding six (6) months prior to vehicle delivery. Vehicles will not be accepted with batteries exhibiting less than 90 percent of full charge at time of delivery.
- The generator/alternator shall be the highest capacity optional generator/alternator listed in the manufacturer's current police package brochure applicable to the vehicle bid. It shall have a minimum 170 amp output.
- 4.8 **Transmission:** The transmission shall be fully automatic transmission equipped with auxiliary transmission fluid coolers, if necessary, to maintain oil operating temperatures not to exceed 275°F , maximum. Console or floor mounted shifters are acceptable, but must be capable of allowing the installation of CHP radio and equipment.
- 4.9 **Brakes:** The brakes shall be power assisted and feature an anti-lock brake system (ABS). All four wheels shall be equipped with disc brakes. Friction material shall be designed for police applications.
- 4.10 **Wheels and Tires:** Each vehicle shall be supplied with five (5) matching wheels and tires. One (1) of the five (5) shall be a matching full size wheel and spare tire. A space saver type spare tire is not acceptable. The wheels shall have a safety ridge rolled into the rim or otherwise designed to prevent the tire from separating from the wheel in the event of a flat. Wheels shall be steel construction, designed for police applications. Lug nuts shall be covered with a center cap. Manufacturer's standard Tire Pressure Monitoring System shall be supplied. If a tire pressure activation tool is needed to reset the light on the tire pressure monitoring system, one tool shall be provided for each vehicle as part of this requirement.

The vehicle manufacturer shall test and certify tires as acceptable for original equipment and replacement installation on the police package vehicle specified in this invitation for bid.

Any wheel weights used shall be "non-lead" type.

- 4.11 Suspension:** The front and rear suspension including shock absorbers shall be designed for police work. Front and rear stabilizer bars are required.
- 4.12 Differential:** The differential shall be the conventional type, ring and pinion gears, with a ratio designed to give the best overall performance for the transmission and tire size installed on vehicle. The gear ratio shall be the same on all vehicles.
- 4.13 Radio Suppression:** The system shall not cause or be affected by any electrical magnetic interference (EMI) or radio frequency interference (RFI) including but not limited to the following radio frequencies currently in use by CHP vehicles:

- Low Band: 39 - 46 MHz Transmit and Receive
- Repeaters: 153 -155 MHz Transmit and Receive
- Radio, UHF 440 - 490 MHz Transmit and Receive
- Allied Radio 806 - 870 MHz Transmit and Receive
- Allied Radio 581 - 866 MHz Transmit and Receive
- Allied Radio 159 - 173 MHz Transmit and Receive
- Allied Radio 150 - 174 MHz Transmit and Receive
- Radio / Repeater 764 - 806 MHz Transmit and Receive
- Canines 26 - 28 MHz Receive
- Canines 303.9 MHz Receive
- Computers: 896-901 MHz Transmit, 935-940 MHz Receive
- Canines: 303.875 MHz Receive

The system should not cause more than one (1) dB of radio degradation at the antenna whether it be radiated or conducted radio frequency interference (RFI), or electromagnetic interference (EMI). If the system causes any two or all three types of interference, the total combined allowable receiver degradation is 1 dB at all CHP frequencies.

See Exhibit 2 for radio degradation testing details.

- 4.14 Body:** The body shall be a four door, sport utility with center post. Protective side molding shall not be installed on the vehicle. This is to permit installation of an Agency insignia (33" long by 20" high) without trim interference.

The wheel wells shall be constructed so that OEM approved tire chains or cables may be installed in a conventional manner, without clearance problems and without causing body or structural damage to the vehicle.

- 4.15 Exterior Color:** The body shall be painted manufacturer's gloss black. The roof panel and lower portion of both front doors below the window belt line shall be painted manufacturer's gloss bright white. After-factory applied paint to accomplish the white portion of the two-tone paint scheme is acceptable if factory applied black and white two-tone paint configuration is unavailable from the manufacturer.

- 4.16 **Interior/Seat Upholstery:** Front seats shall be bucket type accommodating the installation of a center console by the end user. A 60/40 split bench / bucket type seat is not acceptable. The driver's seat shall be power adjustable and shall be designed for maximum comfort, support and durability. **The front and rear seat shall be the manufacturer's standard cloth upholstery. (A vinyl rear set is acceptable provided the manufacturer warrants the vinyl seat material against sun and heat damage for not less than three (3) years.)**
- 4.17 **Speedometer:** The vehicle described in this specification will be used in law enforcement and speedometer accuracy is essential. The speedometer shall be calibrated and be accurate within two (2) miles per hour at speeds from 15 to 100 miles per hour of the true vehicle speed, within the environmental operating conditions specified in Section 1.0 Scope. The dial face shall be marked up to a minimum of 140 miles per hour. The design of the speedometer shall be such to insure accuracy throughout the life of the vehicle. The face markings shall be in increments no greater than two (2) miles per hour. If the manufacturer has available a digital display speedometer, the vehicle shall be so equipped. A letter of certification of accuracy shall be provided with each unit and shall be applicable to both digital and analog displays. The bidder shall specify the size of tires for which the speedometer is certified. The speed indicator pointer shall not cover more than a two mile per hour section of the scale.
- 4.18 **Payload:** The vehicle shall have a minimum payload of 1500 lbs when configured in the standard Police Pursuit rated version.
- 4.19 **Radio:** Vehicle shall be factory equipped with the factory base radio and at least two (2) front mounted radio speakers and two (2) rear mounted radio speakers.
- 4.20 **Spotlights:** Factory installed A-Pillar incandescent spotlights with 2 wire handles.
- 4.21 **Hood-Latch Release:** The hood latch release shall be mounted inside the front passenger compartment so that the hood can not be readily opened from outside the vehicle. The release shall be readily accessible to the seated driver.
- 4.22 **Floor Covering:** The floor covering of the front and rear floor may be standard rubber, vinyl or carpet. The color shall be keyed to the upholstery color. OEM floor mats shall be included for carpeted vehicles.
- 4.23 **Interior Area:** The Vehicle shall be equipped with 1st and 2nd row seats only, and shall have a seating capacity of minimum 5.
- 4.24 **Miscellaneous Equipment:** The vehicle shall be equipped with the following miscellaneous equipment:
- Backup camera with display
 - Reverse sensing
 - Heated driver and passenger mirrors
 - Tilt steering wheel
 - Fresh air type heater and defroster. Refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle.
 - Intermittent windshield wiper system.
 - Fuel level and water temperature indicator gauges.
 - 12-volt DC power outlet in front compartment.

- **Ballistic Door Panels (left front and right front doors), threat level 3 or better. (Door Panels shall meet and pass National Institute of Justice Certification level III test standards. Testing certification shall be provided upon request.)**
- Cruise control
- Dual electric horns or dual note horn.
- Headlight wigwag capability.
- Map/dome/courtesy light(s) which provide the following functions:
 - When vehicle front doors are opened, none of the interior map/dome/courtesy light(s) shall illuminate automatically.
 - At least one map/dome/courtesy light (at both front and second row) that shall be manually operated to illuminate the seating areas.
- Quick release style driver's side inside door handle to allow the driver's door to be unlocked by pulling on the inside handle.
- Driver and front passenger front impact air bag.
- Driver and front passenger side impact air bag.
- All four (4) doors shall contain power locking and unlocking mechanisms controlled by switches located on the driver's side door control panel.
- All four windows shall be power actuated and controlled from the driver's side door control panel with a lockout feature to prevent other windows from being operated when locked out by the driver.
- Rear window defogger/defroster on a separate switch.
- The vehicle shall use the same single key or fob for ignition, doors, rear, and glove box (if vehicle includes). A set of four (4) total keys or fobs shall be supplied for each vehicle. Each vehicle shall be keyed individually.
- Arm rests on each of the four (4) doors (arm rests in rear passenger compartment may be mounted on other than the door if vehicle is so designed).
- Left and right remote control outside mirrors. Similar in appearance and mounted on left and right front doors. Both mirrors shall be controllable from the driver's seat.
- Windshield and all windows shall feature tinted glass.
- Light in rear cargo area with rear cargo door actuated switch.
- Standard tool kit including wheel changing tools and jack adequate to safely lift the vehicle.

4.25 Performance Requirements: See Exhibit 1 for testing methodology.

4.25.1 All vehicles shall meet the following **Top Speed and Acceleration** requirements:

- 0 to 60 miles per hour in 9.0 seconds or less.
- 0 to 100 miles per hour in 23.0 seconds or less.
- 50 to 100 miles per hour in 18.0 seconds or less.
- Attain a top speed of not less than 130 miles per hour within a distance of two (2) miles.
- 0 to 60 miles per hour in 11.0 seconds or less at approximately 5,500-6,000 feet of elevation.

4.25.2 All vehicles shall be tested for the following **Vehicle Dynamics**:

- Steering- Response, Road Feel
- Suspension- Roll Resistance, Front-end Dive, Rear-end Squat
- Handling- High-speed Curves, Medium-speed Curves, Tight Cornering, Predictability

4.25.3 All vehicles shall meet the following **Braking** requirements/tests.

ABS Braking:

- Full ABS stop from 90 MPH. Stopping distance shall not to exceed 325 feet
- Vehicle stops in a straight line

Pursuit Course Testing:

- No Evidence of Excessive Brake Pedal Travel or Brake Fade
- Braking System Provided Acceptable Stopping Power
- No Steering Pull or Wheel Lock-Up
- No flame occurring within the test.

| GROUP 2 - UTILITY | | | | | | | | | |
|-------------------------------|---|--------------------------|-----------------------------|--------------------|--------------------------|--------------------------------|---------------------|--|--|
| FOLSOM LAKE FORD | | | | | FORD UTILITY | | | | |
| Contact Line Item # (CLIN) | Item Description | Unit of Measure (UOM) | Quantity in Unit of Measure | Manufacturer (OEM) | Model | Manufacturer (OEM) Part Number | SKU #/Item # | Contract Unit Price | |
| 201 | Law Enforcement Utility Vehicle with Police Package in accordance with specification #2310-4444 dated 04/12/2018 *Naturally Aspirated Engine* | Each | 1 | FORD | UTILITY | K8A | K8A *99B/44U* | \$34,287.53 | |
| 202 | 5yr. / 100,000 mi. - Extended Powertrain Warranty Utility Vehicle | Each | 1 | n/a | n/a | FOMOCO | NA | \$0.00 | |
| 203 | OPTIONAL BADGE DELETE: Manufacturer's nameplate(s) / badge(s) shall be removed from the vehicle on both front doors below the window belt molding and on the tailgate. *After-factory dealer nameplate / badge removal is acceptable if factory badge delete is unavailable from the manufacturer | Each | 1 | n/a | n/a | 16D | 16D | \$0.00 | |
| 205 | BALLISTIC DOOR PANEL DELETE OPTION: Remove front driver and passenger door mounted ballistic panels. | Set | 2 | COORSTEK | NIJ LEVEL III | 90E | 90E | -\$3,011.50 | |
| *206* | Law Enforcement Utility Vehicle with Police Package in accordance with specification #2310-4444 dated 04/12/2018 *HYBRID Engine Option* | Each | 1 | FORD | UTILITY | K8A | K8A *99W/44B* | *\$37,975.53* | |
| *207* | Law Enforcement Utility Vehicle with Police Package in accordance with specification #2310-4444 dated 04/12/2018 *ECObest Engine Option* | Each | 1 | FORD | UTILITY | K8A | K8A *99C/44U* | *\$38,801.53* | |
| Segment ID/Group ID | Option Description | Unit of Measure | Quantity in Unit of Measure | Manufacturer (OEM) | Manufacturer Part Number | Contract Catalog Discount % | Contract Unit Price | Contact Dealer for catalog. | |
| A | Keyed Alike Vehicles | SET | 4 EA | FORD | PER-CODE | | \$59.00 | Only options listed on the Dealer's published commercial price list (catalog) shall be available to the purchasing agencies and shall be designated as Non-Core Options. | |
| | Trailer Towing Package | EACH | 1 EA | AFTER MKT | NA | | \$388.00 | | |
| | Daytime Running Lights (DRL) | SET | 2 EA | FORD | 942 | | \$46.00 | | |

EXHIBIT "C"

VEHICLE AGREEMENT PRICE

K9 UNIT

| 03/19/19 1-18-23-14B | | 2020 POLICE INTERCEPTOR UTILITY | | PROPRIETARY | |
|--|-------------|---------------------------------|--|------------------|--|
| BASE PRICE \$34,287.53 | | EQUIPMENT GROUP | | SELECT OPTIONS ✓ | |
| Series | Option Code | Police Interceptor 500A | | | |
| Police Interceptor Utility AWD | K8A | S | | ✓ | |
| AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed) | 99W/44B | \$3,688.00 | | | |
| AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank | 99B/44U | CONTRACT | | ✓ | |
| AWD 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank | 99C/44U | \$4,514.00 | | | |
| EQUIPMENT GROUP | | | | | |
| Interior Upgrade Package <ul style="list-style-type: none"> 1st and 2nd Row Carpet Floor Covering Cloth Seats – Rear Center Floor Console less shifter w/unique Police console finish plate Includes Console and Top Plate with 2 cup holders Floor Mats, front and rear (carpeted) Deletes the standard console mounting plate (85D) SYNC® 3* <ul style="list-style-type: none"> Enhanced Voice Recognition Communications and Entertainment System 4.2" Color LCD Screen Center-Stack "Smart Display" AppLink® 911 Assist® <p>Note: Non-SYNC Bluetooth® interface is standard; 65U replaces standard Bluetooth® interface with SYNC®</p> <p>Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software.</p> <p>Note: Not available with options: 67H, 67U, 85R</p> | 65U | \$408.00 | | | |
| Front Headlamp Lighting Solution <ul style="list-style-type: none"> Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) Includes pre-wire for grille LED lights, siren and speaker (60A) Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included <p>Note: Not available with option: 67H</p> <p>Note: Recommend using Ultimate Wiring Package (67U)</p> | 66A | \$935.00 | | | |
| Tail Lamp / Police Interceptor Housing Only <ul style="list-style-type: none"> Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) <p>Note: Not available with options: 66B and 67H</p> | 66T | \$64.00 | | | |
| Tail Lamp Lighting Solution <ul style="list-style-type: none"> Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps LED lights only. Wiring, controller "not" included <p>Note: Not available with option: 67H, 66T</p> <p>Note: Recommend using Ultimate Wiring Package (67U)</p> | 66B | \$449.00 | | | |
| Rear Lighting Solution <ul style="list-style-type: none"> Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) LED lights only. Wiring, controller "not" included <p>Note: Not available with option: 67H</p> <p>Note: LED lights only – does "not" include wiring or controller</p> <p>Note: Recommend using Ultimate Wiring Package (67U)</p> | 66C | \$476.00 | | | |
| Ready for the Road Package: All-In Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus <ul style="list-style-type: none"> Whelen Cencom Light Controller Head with dimmable backlight Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtail High current pigtail Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head Pre-wiring for grille LED lights, siren and speaker (60A) Rear console plate (85R) – contours through 2nd row; channel for wiring Grille linear LED Lights (Red / Blue) and harness 100-Watt Siren / Speaker Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) <p>Note: Not available with options: 66A, 66B, 66C, 67U and 65U</p> | 67H | \$3,757.00 | | | |

P = Included In Equipment Group, S = Standard Equipment, O = Optional
Ford Division

* = New for this model year

03/19/19

2020 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

PROPRIETARY

SELECT OPTIONS ✓

| EQUIPMENT GROUP | | | |
|---|-----|-------------------------------|---|
| (Continued) | | | |
| Ultimate Wiring Package Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (65R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness 1/P to rear cargo area (overlay) <ul style="list-style-type: none"> – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine compartment • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does “not” include LED lights, side connectors or controller <ul style="list-style-type: none"> – Recommend Police Wire Harness Connector Kit 67V Note: Not available with options: 65U, 67H | 67U | \$586.00 | |
| Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • Front <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector Note: See Uplifters guide for further detail www.fordcommercialvehicles.com | 67V | \$194.00 | |
| KEY EXTERIOR OPTIONS | | | |
| Engine Block Heater | 41H | \$95.00 | |
| License Plate Bracket – Front | 153 | N/C | ✓ |
| Lamps / Lighting | | | |
| Dark Car Feature – Courtesy lamps disabled when any door is opened | 43D | CONTRACT | ✓ |
| Daytime Running Lamps | 942 | \$46.00 | |
| Switchable Red/White Lighting in Cargo Area (deletes 3 rd row overhead map light) | 17T | \$54.00 | |
| Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) | 21L | \$576.00 | |
| Note: Requires 60A | | | |
| Front Interior Visor Light Bar (LED) <ul style="list-style-type: none"> • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation. White “take down” and “scene” capabilities) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package (65U)) Note: Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) Note: Not available with option 76P | 96W | \$1,196.00 | |
| Pre-wiring for grille LED lights, siren and speaker | 60A | \$54.00 P-68A / P-67H / P-67U | |
| *Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) <ul style="list-style-type: none"> • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) | 43A | \$408.00 | |
| Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) <ul style="list-style-type: none"> • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) | 63L | \$601.00 | |
| Rear Spoiler Traffic Warning Lights (LED) <ul style="list-style-type: none"> • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package (65U)) Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) | 98T | \$1,562.00 | |
| Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) <ul style="list-style-type: none"> • Located on exterior mirror housing • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) | 63B | \$304.00 | |
| Spot Lamp Prep Kits | | | |
| Spot Lamp Prep Kit, Driver Only | 51P | \$145.00 | |
| Note: Does not include spot lamp housing and bulb | 51W | \$273.00 | |
| Spot Lamp Prep Kit, Dual Driver and Passenger | | | |
| Note: Does not include spot lamp housing and bulbs | | | |
| Spot Lamp – LED Bulbs: | | | |
| Driver Only (Unity) | 51R | <-\$155.00> CREDIT | |
| Driver Only (Whelen) | 51T | \$131.00 | |
| Dual (driver and passenger) (Unity) | 51S | CONTRACT | ✓ |
| Dual (driver and passenger) (Whelen) | 51V | \$165.00 | |

* = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional
Ford Division

03/19/19

2020 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

PROPRIETARY

SELECT OPTIONS



| EQUIPMENT GROUP | | | |
|---|-----|-------------------------|---|
| Body | | | |
| Glass - Solar Tint 2 nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass) | 92G | \$125.00 | |
| Glass - Solar Tint 2 nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window | 92H | \$ 89.00 | |
| Underbody Deflector Plate (engine and transmission shield) | 76D | \$ 350.00 | |
| Wheels | | | |
| Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E | 65L | \$64.00 | |
| 18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L. | 64E | \$496.00 | |
| Audio / Video | | | |
| Rear View Camera displayed in rear view mirror (includes Electrochromic Rear View Mirror) Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (67R) | 67R | STANDARD | ✓ |
| ★ Rear Camera On-Demand - allows driver to enable rear camera on-demand | 19V | \$240.00 | |
| Doors / Locks | | | |
| Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G - Includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches | 52P | \$168.00 / P-67H | |
| Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches | 68G | \$78.00 | |
| Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless) | 18D | N/C | |
| Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) - (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike | 55P | \$354.00 | |
| Keys (Note: Can be ordered with Remote Keyless-Entry - 55P) | | | |
| Keyed Alike - 1435x | 59E | \$54.00 | |
| Keyed Alike - 1264x | 59B | \$54.00 | |
| Keyed Alike - 0135x | 59D | \$54.00 | |
| Keyed Alike - 0576x | 59F | \$54.00 | |
| Keyed Alike - 1111x | 59J | \$54.00 | |
| Keyed Alike - 1294x | 59C | \$54.00 | |
| Keyed Alike - 0151x | 59G | \$54.00 | |
| Flooring / Seats | | | |
| 1 st and 2 nd row carpet floor covering (includes floor mats, front and rear) | 16C | \$131.00 / P-65U | |
| 2 nd Row Cloth Seats | 88F | \$64.00 / P-65U | |
| Power passenger seat (8-way) w/2-way manual recline and lumbar | 87P | \$340.00 | |
| Front Console Plate - Delete Note: Not available with option: 67H, 67U, 65R | 65D | N/C / P-65U | |
| ★ Rear Center Seat Delete (includes molded trim floor panel in lieu of seat) | 85S | N/C | |
| Rear Console Plate Note: Not available with option: 65U, 85D | 65R | \$46.00 / P-67H / P-67U | |
| Safety & Security | | | |
| Ballistic Door-Panels (Level III+) - Driver Front-Door Only ¹ | 90D | \$1,657.00 | |
| Ballistic Door-Panels (Level III+) - Driver & Pass Front-Doors ¹ | 90E | CONTRACT | ✓ |
| Ballistic Door-Panels (Level IV+) - Driver Front-Door Only ² | 90F | \$2,523.00 | |
| Ballistic Door-Panels (Level IV+) - Driver & Pass Front-Doors ² | 90G | \$5,047.00 | |
| BLIS® - Blind Spot Monitoring with Cross-Traffic Alert Note: Includes manual fold-away mirrors, w/hear, w/o memory, w/o puddle lamps | 55B | \$569.00 | |

* Tested and meets the requirements of NIJ Standard 0108.01 Level III:
 • 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)
 Per LAPD requirements, they're also designed to withstand special threat rounds:
 • 7.62 x 39 mm MSC 7.5g (Type 56)
 • 5.56 x 45 mm M193 3.35g
 • 5.56 x 45mm M855 4g

* Tested and meets the requirements of NIJ Standard 0108.01 Level IV:
 • 30-06 M2 AP 166gr (7.62 x 63 APM2 10.6g)
 Designed to withstand special threat rounds:
 • 7.62 x 54R LPS 9.85g
 • 7.62 x 51 mm M81 9.75g (.308 Winchester 150.5gr)
 In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

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Ford Division

03/19/19

2020 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

PROPRIETARY

SELECT OPTIONS ✓

EQUIPMENT GROUP

Safety & Security (continued)

| | | | |
|---|-----|------------------|---|
| * Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. | 68B | \$705.00 | |
| * Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 86W | 76P | \$151.00 | |
| Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®) | 54B | \$64.00 | |
| Perimeter Anti-Theft Alarm • Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn • Requires Keyless-Entry Key Fob (55F) | 593 | \$125.00 | |
| Police Engine Idle feature • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. | 47A | \$273.00 | |
| Reverse Sensing System | 76R | CONTRACT | ✓ |
| Misc | | | |
| Aux Air Conditioning Note: Now available with Cargo Storage Vault (63V). | 17A | \$637.00 | ✓ |
| Badge Delete • Deletes the "Police Interceptor" badging on rear liftgate • Deletes the "Interceptor" badging on front hood (EcoBoost®) | 16D | N/C | ✓ |
| Cargo Storage Vault (includes lockable door and compartment light) Note: Now available with Aux Air Conditioning (17A). | 63V | \$255.00 | |
| * Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring) | 52T | \$84.00 | |
| * H8 AGM Battery (850 CCA/92-amp) | 19K | \$114.00 | |
| Noise Suppression Bonds (Ground Straps) | 60R | CONTRACT | ✓ |
| * Rear Bumper Step Pad | 16P | \$98.00 | |
| 100 Watt Siren/Speaker (includes bracket and pigtail) | 16X | \$329.00 / P-67H | |
| 12.1 in Integrated Computer Screen NOTE: Late Availability | 47E | \$2,838.00 | |
| Low Band Frequency Noise Suppression Kit-Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF low band-channels 1-9 0 Provides noise suppression in car 2-way radio communication devices in the 39-45 Mhz frequency range. | 68E | \$195.00 | |
| OBD-II Split Connector-Allows up to 2 devices to be connected to the vehicles OBD-II port NOTE: Late Availability | 61B | \$57.00 | |

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Ford Division

FOLSOM LAKE

FORD



THE FORD SOURCE

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2020 ORDER-20-22 WEEKS

K9

2/25/2020

FINAL ORDERS DUE 4/3/2020

STATE CONTRACT 1-18-23-14B

K8A 4DR AWD POLICE
.119" WHEELBASE
UM AGATE BLACK
9 CLTH BKTS/VNL R
6 EBONY
500A EQUIP GRP
.AM/FM STEREO
99B 3.3L V6 TI-VCT
44U 10SPD AUTO TRAN
JOB #2 ORDER
CA BOARD FEES
FLEET SPCL ADJ
16D BADGE DELETE
17A AUX CLIMATE CTL
425 50 STATE EMISS
43D COURTESY DISABL
47A ENGINE IDLE
51S DUAL LED LAMPS
59B KEY CODE 1284X
60R NOISE SUPPRESS
76R REVERSE SENSING
87R RR VIEW MIR/CAM
90E LH/RH PNLS III
FLEX-FUEL
153 FRT LICENSE BKT

\$35,751.53 PLUS 3396.40

\$85.00 DOC FEE 8.75

PLUS TAX

PLUS \$8.75 CA TIRE FEE

LESS \$500.00 DISCOUNT
20 DAY PAYMENT-DELIVERED

INCLUDES PAINTED WHITE
ROOF AND 2 FRONT DOORS

= 39,250.48
INC. TAX