



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 7
***(Incorporates Supplements 1 – 7) ***

ISSUE AND EFFECTIVE DATE: *10/7/2025*
CONTRACT NUMBER: 1-22-23-14C
DESCRIPTION: Enforcement Vehicles, Police Pursuit (Ford Explorer V6 AWD) (Ford Explorer V6 AWD - HEV)
CONTRACTOR: Folsom Lake Ford
CONTRACT TERM: 5/11/2022 through 5/10/2027
STATE CONTRACT ADMINISTRATOR: *Jason Vu* *279-946-8626* <u>*jason.vu@dgs.ca.gov*</u>

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](#)

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) 353-2078 Email: MarkPaoli@folsomlakeford.com	Contact Information: Folsom Lake Ford Mark Paoli Phone: (916) 351-4202 Email: MarkPaoli@folsomlakeford.com

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ****Supplement 7****

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

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
<i>*7*</i>	<p><i>* Supplement 7 reflects the following changes:</i></p> <ul style="list-style-type: none"> ➤ <i>Cover Page: Contract Administrator has been updated</i> ➤ <i>Article 26: Contract Administrator has been updated.*</i> 	<i>*10/7/25*</i>
6	<p>Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change:</p> <ul style="list-style-type: none"> ➤ Cover Page: Contract expiration date has been updated to extend the contract. ➤ Attachment A – Contract Pricing, Supplement 6 has been updated to reflect open ordering bank and new MY cost. 	8/1/2025
5	<p>Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change:</p> <ul style="list-style-type: none"> ➤ Attachment A – Contract Pricing, Supplement 5 has been updated to reflect OEM ordering bank status 	5/23/2025
4	<p>Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change:</p> <ul style="list-style-type: none"> ➤ Article 38: has been updated to new title and language. 	4/10/2025
3	<p>Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Cover Page: Contract expiration date has been updated to extend contract. ➤ Article 37, VETTED FORMS/CERTIFICATIONS has been added. 	7/29/2024
2	<p>Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Cover Page Note ➤ Attachment A – Contract Pricing, Supplement 2 has been updated to reflect a price increase. 	1/30/2024

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

Supplement Number	Description/Articles	Supplement Date
	<ul style="list-style-type: none"> ➤ Effective February 1, 2024, orders for 25MY will be accepted. 	
1	<p>Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Attachment A – Contract Pricing, Supplement 1 has been updated to reflect a price increase. ➤ Effective September 9, 2022, orders for 23MY will not be accepted and 23MY vehicles will not be available until further notice. <p>Note: The cut-off date to submit orders for 23MY is close of business September 8, 2022.</p>	9/2/2022
N/A	Original Contract Posted	5/11/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

TABLE OF CONTENTS

1.	SCOPE	6
2.	CONTRACT USAGE/RULES	6
3.	DGS ADMINISTRATIVE FEES.....	7
4.	SB/DVBE OFF-RAMP PROVISION.....	7
5.	EXEMPT PURCHASES.....	7
6.	PROBLEM RESOLUTION/SUPPLIER PERFORMANCE	7
7.	CONTRACT ITEMS.....	8
8.	SPECIFICATIONS.....	8
9.	CUSTOMER SERVICE	8
10.	PRODUCT SUBSTITUTIONS	ERROR! BOOKMARK NOT DEFINED.
11.	PROMOTIONAL PRICING	8
12.	PURCHASE EXECUTION.....	9
13.	MINIMUM ORDER.....	9
14.	ORDERING PROCEDURE	10
15.	ORDER ACCEPTANCE	10
16.	ORDER RECEIPT CONFIRMATION.....	10
17.	OUT OF STOCK REMEDY	11
18.	DISCONTINUED ITEM REMEDY.....	11
19.	DELIVERY SCHEDULES	11
20.	FREE ON BOARD (F.O.B.) DESTINATION	12
21.	SHIPPED ORDERS.....	13
22.	PACKING SLIP.....	13
23.	PACKING LABEL	14
24.	SAFETY DATA SHEET	14
25.	INSPECTION AND ACCEPTANCE.....	14
26.	CONTRACT ADMINISTRATION	14
27.	RETURN POLICY.....	15
28.	CREDIT POLICY	15
29.	RESTOCKING FEES.....	16
30.	INVOICING	16
31.	PAYMENT	16
32.	CALIFORNIA SELLER'S PERMIT	17

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ****Supplement 7****

33.	WARRANTY	17
34.	WARRANTY REPAIR PARTS.....	18
35.	RECYCLED CONTENT	18
36.	SB/DVBE PARTICIPATION.....	19
37.	VETTED FORMS/CERTIFICATION	19
38.	GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES 19	
39.	ATTACHMENTS.....	19

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

1. SCOPE

The State's contract with (Contractor) provides Enforcement Vehicles, Police Pursuit at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-14C. 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 to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year 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.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes 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 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.

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments 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) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

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

4. SB/DVBE OFF-RAMP PROVISION

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

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. 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,

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

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

7. CONTRACT ITEMS

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

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B1, Specifications 2310-5644, dated 9/30/2021 and Attachment B2, Specifications 2310-5712, dated 9/30/2021.

9. 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).

Contact	Phone	Email
Customer Service Unit	(916) 351-4202	MarkPaoli@folsomlakeford.com

10. PRODUCT SUBSTITUTIONS

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

11. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

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

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

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contractor refresh.

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

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

12. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

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

13. MINIMUM ORDER

The minimum order shall be one (1) vehicle

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

14. ORDERING PROCEDURE

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

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630	Facsimile: (916) 353-2078	Email: MarkPaoli@folsomlakeford.com

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

15. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

16. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (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

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

17. OUT OF STOCK REMEDY

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

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

The 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.

18. DISCONTINUED ITEM REMEDY

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

- Amend purchase document to reflect State-approved substitute item (per Article 10, Product Substitutions)
- Cancel the item from the order

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

19. 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. Delivery Documents

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

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

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ****Supplement 7****

C. 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.

D. Schedule

Delivery made to any State department is to begin within ninety (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 twelve (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.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

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

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

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

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

The Contractor 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.

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

Vehicles shall be delivered from the factory to the Contractor's place of business. If the purchase order indicates delivery outside an FOB point, the Contractor 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 Transportation Management Unit for freight rate comparisons if the Contractor is delivering the vehicle. These delivery instructions will be provided on the purchase order. Contractors 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 Contractor with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 250 miles on the odometer will not be accepted.

21. SHIPPED ORDERS

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

22. PACKING SLIP

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency order number (purchase order number)
- Ordering agency name
- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back ordered or out of stock items and availability date of unfilled and partial shipment
- Number of parcels
- Destination
- All information contained on the packing label

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ****Supplement 7****

23. PACKING LABEL

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

24. 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.

25. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State Inspector at the Contractor's place of business. Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the dealer and local purchasing agency. 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 Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

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

26. 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.

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

Administrator Information	DGS-PD	Folsom Lake Ford
Contact Name:	*Jason Vu*	Mark Paoli
Telephone:	*(279) 946-8626*	(916) 951-4202
Facsimile:	*N/A*	(916) 353-2078
Email:	*jason.vu@dgs.ca.gov*	MarkPaoli@folsomlakeford.com
Address:	DGS/Procurement Division Attn: *Jason Vu* 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Folsom Lake Ford Attn: Mark Paoli 12755 Folsom Blvd. Folsom, CA 95630

27. RETURN POLICY

The Contractor will accept all products for return at no cost to the ordering agency within thirty (30) calendar days of delivery, and refund the customer in full.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor’s cost or the 10 percent restocking fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor’s material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail.

28. CREDIT POLICY

The Contractor shall offer a credit/refund for the following items:

- Items shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

29. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned, but exchanged for other items within thirty (30) calendar days

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 27, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than sixty (60) days after delivery. The ordering agency will be responsible for return transportation costs to the Contractor if so accepted after sixty (60) days after delivery.

30. INVOICING

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

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement 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

31. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Cash Discount of \$500 per unit for payment within twenty (20) 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.

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

B. CAL-Card Use

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

C. State Financial Marketplace

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

32. CALIFORNIA SELLER'S PERMIT

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

Contractor Name	Seller Permit #
Folsom Lake Ford	26-797640

33. 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 Recourses 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

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 7***

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 Bidder 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.

34. 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.

35. RECYCLED CONTENT

There is no recycled content associated with this contract.

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ****Supplement 7****

36. SB/DVBE PARTICIPATION

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

37. VETTED FORMS/CERTIFICATION

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (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 conduct a CUF evaluation or request the completion of the following required certifications and forms:

- GenAI Disclosure & Factsheet (STD 1000)
- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

38. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES

Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

39. ATTACHMENTS

- Attachment A – Contract Pricing, Supplement 6, 8/1/2025
- Attachment B1 – Specifications 2310-5644, dated 9/30/2021
- Attachment B2 – Specifications 2310-5712, dated 9/30/2021