

 Department of General Services

Procurement Division

707 Third Street, 2nd Floor

West Sacramento, CA 95605-2811

State of California

**STATEWIDE CONTRACT**

**USER INSTRUCTIONS**

All changes to most recent Supplement are in bold red italic. Additions are enclosed in asterisks, \*, and deletions are enclosed in brackets, [].

MANDATORY

***\*Supplement 6\****

***\*(Incorporates Supplements 1 – 6)\****

 ISSUE AND EFFECTIVE DATE: ***\*1/12/2024\****

 CONTRACT NUMBER: 1-23-23-22 A through D & F-G

 DESCRIPTION: Alternate Fuel Medium/Heavy Duty

 Vehicles

 CONTRACTOR(S): Los Angeles Truck Centers

 (1-23-23-22A)

 Riverview International Trucks, LLC

 (1-23-23-22B)

 Sacramento Truck Center

 (1-23-23-22C)

 TEC of California, Inc. (1-23-23-22D)

 XOS Services Inc. (1-23-23-22F)

 Western Truck Parts & Equipment

 Company, LLC (1-23-23-22G)

 CONTRACT TERM: 06/28/2023 through 06/26/2025

 STATE CONTRACT ADMINISTRATOR: Frank Martin

 279-946-8035

 Frank.Martin@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 6/21/2022)](https://www.dgs.ca.gov/-/media/A6E6D65690284867BCEBF3288AC31C5B.ashx)

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov/)

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

SUMMARY OF CHANGES

| **Supplement Number** | **Description/Articles**  | **Supplement Date** |
| --- | --- | --- |
| ***\*6\**** | * ***\*Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A Contract Pricing – Supplement 6. \****
 | ***\*1/12/2024\**** |
| 5 | * User Instruction Sections 8, 12, and 22: Update XOS Services contact information.
 | 11/15/2023 |
| 4 | * Added Contract 1-23-23-22G with Western Truck Parts & Equipment Company, LLC.
* Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A Contract Pricing – Supplement 4
* Attachment C – PCRC – Supplement 1 has been replaced with Attachment C – PCRC – Supplement 4
 | 09/15/2023 |
| 3 | * Updated State Contract Administrator information.
 | 08/04/2023 |
| 2 | * Corrected contact information for Los Angeles Truck Centers
 | 07/19/2023 |
| 1 | * Award to The Lion Electric Co. USA Inc. has been rescinded. All references to Contract 1-23-23-22E have been removed.
* Attachment A – Contract Pricing has been replaced with Attachment A Contract Pricing – Supplement 1
* Attachment C – PCRC has been replaced with Attachment C – PCRC – Supplement 1
 | 07/10/2023 |
| N/A | Original Contract Posted | 06/28/2023 |

 **All other terms and conditions remain the same.**

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# SCOPE

The State’s contracts provide Alternate Fuel Medium/Heavy Duty Vehicles at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-23-23-22 A – D & F. The Contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Alternate Fuel Medium/Heavy Duty Vehicles to the State.

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

# CONTRACT USAGE/RULES

## State Departments

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

## Local Governmental Agencies

* + Local governmental agency use of these contracts is optional.
	+ Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes these contracts available to local governmental agencies, each local governmental agency should determine whether these contracts are consistent with its procurement policies and regulations.
	+ Local governmental agencies shall have the same rights and privileges as the State under the terms of these contracts. 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 any of the contracts.
	+ A DGS issued billing code is not required for local governmental agencies to place orders against these contracts.

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

# DGS ADMINISTRATIVE FEES

## State Departments

The DGS will bill each State department an administrative fee for use of these statewide contracts. 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).

## Local Governmental Agencies

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

# SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with these contracts.

# PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

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

# CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. Prices do not include Federal Excise Tax, the California Tire Fee, Documentation Fee, or HVIP rebate/discount. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

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

Price Increases

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

Quarterly increases shall be processed on the following calendar days:

* July 1st
* October 1st
* January 1st
* April 1st

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

Multiple Award

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

Sales Tax

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

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer’s current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

* Add trailer tow package
* Add Bluetooth
* Add parking sensors
* Delete pick up box (bed)
* Running Boards
* Window Tint
* Bed Liner
* Vehicle OEM Charging Equipment (third-party charging equipment is not acceptable)
* Vehicle to Grid capable charging accessories (e.g., adaptors, cables, etc.)

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

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

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options. Please note, the intent of the upfit is to enhance the functionality of the vehicle (e.g., tag axle, flat bed, utility bed, etc..). The cost of the upfit should not exceed the cost of the vehicle.

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

Tire Fee

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

Document Processing Charge

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

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

# SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2320-0211431 dated 04/13/2023 (Attachment B).

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

# CUSTOMER SERVICE

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

The customer service units shall be staffed with individuals that:

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

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

| **Dealer** | **Contract #** | **Contact** | **Phone** | **Email** |
| --- | --- | --- | --- | --- |
| Los Angeles Truck Centers, LLC | 1-23-23-22A | James Blakely / Ron Creighton | 714-357-0024 / 909-510-4406 | jblakely@vvgtruck.com / rcreighton@vvgtruck.com |
| Riverview International Trucks, LLC | 1-23-23-22B | Jason Farrell | 916-371-3110 | jasonf@riverview-trucks.com |
| Sacramento Truck Center | 1-23-23-22C | Dean Needham | 916-286-2000 | dneedham@sacramentotruck.com |
| TEC of California, Inc. | 1-23-23-22D | Ashley Porter | 510-577-5512 | aporter@tecequipment.com |
| XOS Services Inc. | 1-22-23-22F | Gunard Polite | 816-305-4450 | gunard.polite@xostrucks.com |
| Western Truck Parts & Equipment Company, LLC | 1-22-23-22G | Kirk Gulian | 1-800-533-4278 | kirk.gulian@dobbspeterbilt.com |

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

# PRODUCT SUBSTITUTIONS

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

# PURCHASE EXECUTION

State Departments

1. Std. 65 Purchase Documents

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

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

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

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

1. Blanket Orders

The use of blanket orders against these statewide contracts are 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).

# MINIMUM ORDER

The minimum order shall be one (1) vehicle.

# ORDERING PROCEDURE

Ordering Methods:

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

* U.S. Mail
* Email

The Contractor’s Order Placement Information is as follows:

| **ORDER PLACEMENT INFORMATION** |
| --- |
| Contract #1-23-23-22A | U.S. Mail: 2429 S. Peck Rd.Whittier, CA 90601Attn: James Blakely | Email: jblakely@vvgtruck.com/ rcreighton@vvgtruck.com |
| Contract #1-23-23-22B | U.S. Mail:2445 Evergreen Ave.West Sacramento, CA 95691Attn: Jason Farrell | Email: jasonf@riverview-trucks.com |
| Contract #1-23-23-22C | U.S. Mail:100 Opportunity StreetSacramento, CA 95838Attn: Dean Needham | Email: dneedham@sacramentotruck.com |
| Contract #1-23-23-22D | U.S. Mail:8099 South Coliseum WayOakland, CA 94621Attn: Ashley Porter | Email: aporter@tecequipment.com |
| Contract #1-23-23-22F | U.S. Mail:3550 Tyburn StreetLos Angeles, CA 90065Attn: Gunard Polite | Email: gunard.polite@xostrucks.com |
| Contract #1-23-23-22G | U.S. Mail:825 Stillwater Rd.West Sacramento, CA 95691Attn: Kirk Gulian | Email: kirk.gulian@dobbspeterbilt.com |

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

# ORDER ACCEPTANCE

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

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

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

# ORDER ACKNOWLEDMENT

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

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

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

# DELAYED PRODUCTION REMEDY

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

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

# DISCONTINUED VEHICLE REMEDY

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

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

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval from the State Contracty Administrator.

# DELIVERY PROCEDURES

Pre-Delivery Checklist

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

Delivery:

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

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

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

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

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

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

\*\*If driving the vehicle from an out-of-state factory is required and the odometer may exceed the five hundred (500) mile or less expectation, the Contractor shall notify the ordering Department at the time of purchase order execution.

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

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

PHEVs and HEVs shall be delivered with no less than five (5) gallons of fuel in the tank. ZEVs shall be delivered with no less than 80 percent battery charge.

Documents

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

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

# INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

# EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

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

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

# SHIPPED ORDERS

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

# CONTRACT ADMINISTRATION

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

| **State Contact Information** | DGS/PD Contract Administrator |
| --- | --- |
| **Contact Name:** | Frank Martin |
| **Telephone:** | (279) 946-8035 |
| **Email:** | frank.martin@dgs.ca.gov |
| **Address:** | DGS/Procurement DivisionAttn: Frank Martin707 Third Street, 2nd Floor, MS 201West Sacramento, CA 95605 |

| **Dealer Contact Information** | **Los Angeles Truck Centers, LLC**Contract # 1-23-23-22A | **Riverview International Trucks, LLC**Contract # 1-23-23-22B |
| --- | --- | --- |
| **Contact Name:** | James Blakely / Ron Creighton | Jason Farrell |
| **Telephone:** | 714-657-0024 / 909-510-4406 | 916-371-3110 |
| **Email:** | jblakely@vvgtruck.com / rcreighton@vvgtruck.com | jasonf@riverview-trucks.com |
| **Address:** | Los Angeles Truck Centers, LLC2429 S. Peck Rd.Whittier, CA 90601 | Riverview International Trucks, LLC2445 Evergreen Ave.West Sacramento, CA 95691 |

| **Dealer Contact Information** | **Sacramento Truck Center**Contract # 1-23-23-22C | **TEC of California, Inc.**Contract # 1-23-23-22D |
| --- | --- | --- |
| **Contact Name:** | Dean Needham | Ashley Porter |
| **Telephone:** | 916-286-2000 | 510-577-5512 |
| **Email:** | dneedham@sacramentotruck.com | aporter@tecequipment.com |
| **Address:** | Sacramento Truck Center100 Opportunity StreetSacramento, CA 95838 | TEC of California, Inc.8099 South Coliseum WayOakland, CA 94621 |

| **Dealer Contact Information** | **XOS Services, Inc.**Contract # 1-22-23-20F | **Western Truck Parts & Equipment Company, LLC**Contract # 1-22-23-20G |
| --- | --- | --- |
| **Contact Name:** | Gunard Polite | Kirk Gulian |
| **Telephone:** | 816-305-4450 | 1-800-533-4278 |
| **Email:** | gunard.polite@xostrucks.com | kirk.gulian@dobbspeterbilt.com |
| **Address:** | XOS Services, Inc.3550 Tyburn StreetLos Angeles, CA 90065 | Western Truck Parts & Equipment825 Stillwater RoadWest Sacramento, CA 95691 |

# RESTOCKING FEES

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

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

# INVOICING

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

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

# PAYMENT

Terms

Payment terms for Contracts 1-23-23-22A and 1-23-23-22B include a $500 per vehicle discount for payment made within twenty (20) days. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check.

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.

CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under these statewide contracts.

Payee Data Record

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

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.

# CALIFORNIA SELLER’S PERMIT

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

| **Contractor Name** | **Seller Permit #** |
| --- | --- |
| Los Angeles Truck Centers, LLC | 97-268711 |
| Riverview International Trucks, LLC | 101079519 |
| Sacramento Truck Center | 97724353 |
| TEC of California, Inc. | 97032353 |
| XOS Services Inc. | 203754496 |
| Western Truck Parts & Equipment Co., LLC | 97589085 |

# WARRANTY

The manufacturer and/or final stage manufacturer’s or up-fitter’s standard warranty shall apply to all vehicles purchased from the resulting contract(s). The Warranty term for these contracts shall meet or exceed the following:

* Bumper-To-Bumper warranty shall cover not less than three (3) years/36,000 miles, no charge for parts and labor.
* Power Train/Drive Unit warranty shall cover not less than five (5) years/60,000 miles, no charge for parts and labor.
* Battery pack warranty shall cover not less than five (5) years/100,000 miles, no charge for parts and labor.

See Attachment A – Contract Pricing for line-item specific Bumper-to-Bumper warranty terms.

If warranty includes prescribed preventative maintenance procedures, the preventative maintenance may be performed at a state facility by state personnel without voiding the warranty.

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

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

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

Inoperable vehicles shall be towed, at the contractor’s expense, to the nearest service repair facility due to a break down or malfunction and shall be included as part of the vehicle warranty.

Contractors may offer extended warranties under their contract.

# REPAIR PARTS

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

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

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

# RECYCLED CONTENT

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

# SB/DVBE participation

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

# ATTACHMENTS

Attachment A – Contract Pricing, ***\*Supplement 6\****

Attachment B – Technical Specifications 2320-0211431

Attachment C – Postconsumer Content Certification Workbook Supplement 4

Attachment D – Vehicle Specifications/Standard Options – Coming Soon