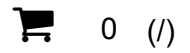


**Glenn Hegar**

Texas Comptroller of Public Accounts



## Contract Details: # 070-M1

<b>Number</b>	070-M1
<b>Description</b>	Fleet Trucks, Automobiles, and Law Enforcement Vehicles
<b>Category</b>	Managed
<b>Type</b>	Term
<b>Start Date</b>	6/11/2024
<b>End Date</b>	11/30/2025
<b>Purchase Category Code (Agencies Only)</b>	PCC C
<b>Optional Renewal Terms</b>	December 1, 2025, through November 30, 2026

<b>Purchase Orders</b>	<p>This contract includes <b>FLEET PURCHASE</b> which is a vehicle purchase by the Customer using the dealer's OEM order process and for which the dealer invoice for the vehicle shall show the OEM price. And <b>RETAIL PURCHASE</b> which is a vehicle purchase by the Customer from a Contractor's inventory. In a retail purchase, the dealer invoice will not show OEM price concessions for the government purchase and may contain "holdback", floorplan assistance, or other dealer assistance or incentive provisions.</p> <p>Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.</p> <p>Note: This contract contains line items that may be available through multiple contractors. Agencies should document its best value determination when selecting other than the lowest-priced contractor.</p> <p><b>BEFORE SUBMITTING A PURCHASE ORDER, CALL THE VENDOR FIRST TO ENSURE VEHICLE AVAILABILITY.</b></p>
<b>NIGP Codes(s)</b>	07104 ; 07105 ; 07203 ; 07204 ; 07207 ; 07208
<b>CPA Contract Management</b>	<p>Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:</p> <p>SPD Contract Management (SCM)  Texas Comptroller of Public Accounts (CPA)  Phone: (512) 463-3034 option 3  Email: <a href="mailto:spd.cmo@cpa.texas.gov">spd.cmo@cpa.texas.gov</a> (mailto:spd.cmo@cpa.texas.gov )</p>

**Contract Items  
and Pricing**

The three Pricing Tools underneath will assist customers build a vehicle and compare prices between Contractors. The nine Price Sheets below provide the currently approved contract prices.

**Law Enforcement Pricing Tool** ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1 FY24 Pricing Tool\\_LAW ENFORCEMENT\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1 FY24 Pricing Tool_LAW ENFORCEMENT_7-9-2024.xlsx))

**Peplemovers Pricing Tool** ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1 FY24 Pricing Tool\\_PEOPLEMOVERS\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1 FY24 Pricing Tool_PEOPLEMOVERS_7-9-2024.xlsx))

**Trucks Pricing Tool** ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1 FY24 Pricing Tool\\_TRUCKS\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1 FY24 Pricing Tool_TRUCKS_7-9-2024.xlsx))

Caldwell Country Chevrolet II, LLC Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_Caldwell Country Chevrolet\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_Caldwell Country Chevrolet_Price Sheet_7-9-2024.xlsx))

Caldwell Country Ford, LLC Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_Caldwell Country Ford\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_Caldwell Country Ford_Price Sheet_7-9-2024.xlsx))

CZAR Companies, LLC dba Cameron Country CDJR LLC Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_CZAR dba Cameron Country\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_CZAR dba Cameron Country_Price Sheet_7-9-2024.xlsx))

Donalson CDJR Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_Donalson CDJR\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_Donalson CDJR_Price Sheet_7-9-2024.xlsx))

Lake Country Chevrolet Inc Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_Lake Country\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_Lake Country_Price Sheet_7-9-2024.xlsx))

PFVT Motors, LLC (<https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070->

M1\_FY24\_PFVT Motors, LLC\_Price Sheet 7-9-2024.xlsx)

Sam Pack's Five Star Ford Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_Sam Packs Five Star Ford\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_Sam Packs Five Star Ford_Price Sheet_7-9-2024.xlsx))

Silsbee Ford Inc Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_Silsbee Ford\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_Silsbee Ford_Price Sheet_7-9-2024.xlsx))

Silsbee Toyota Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_Silsbee Toyota\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_Silsbee Toyota_Price Sheet_7-9-2024.xlsx))

Southwest CDJR LLC Price Sheet ([https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1\\_FY24\\_Southwest CDJR\\_Price Sheet\\_7-9-2024.xlsx](https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_FY24_Southwest CDJR_Price Sheet_7-9-2024.xlsx))

### **Ordering:**

The price a Customer will be charged, is the Dealer Invoice plus Contractor's Constant for the base vehicle and all OEM options and services, plus the contracted price for third-party options and services as shown on the Price Sheet, as applicable. Dealer Invoice will be determined at the time of purchase.

1. **Dealer Invoice** is defined as the amount the dealer paid for a base vehicle and OEM options and services as reflected on the invoice from the OEM to the dealer.

- The Dealer Invoice reflects the OEM government price concession for the State of Texas Contract if the vehicle is ordered via Fleet Purchase.
- Base vehicle and OEM options must be ordered in the most cost-effective manner possible. i.e., via option packages where appropriate.
- Contractor retains holdback and any dealer specific sales goal achievement incentives where applicable.

2. The **Contractor's Constants** are either a positive or a negative number. The Contractor's Constants will remain unchanged for the life of the contract. Contract requirements covered by the Contractor's Constant include, but are not limited to, the following:

- Pre-delivery service.
- State Vehicle Inspection.
- Tax, Title, and License (temporary plates/tags) processing.
- 3 years/36,000 miles bumper to bumper warranty.
- 5 years/100,000 miles powertrain warranty.
- Shipping shall be FOB destination; therefore, the Contractor's Constant includes dealer-incurred costs for statewide delivery (i.e., all shipping, handling, and delivery fees and fuel surcharges).

**Warranty Details**

1. **WARRANTIES, ACCESSORIES:** Contractor furnish a copy of the manufacturer's standard warranty on minor accessories such as batteries and tires and major accessories such as Dump, Stake, Platform and Utility Bodies, side-mounted tool compartments and toolboxes at the time of delivery to the Customer.
2. **WARRANTIES, NEW VEHICLE:** Contractor furnish the Customer an OEM Chassis Manufacturer's Warranty which will be honored by any of the manufacturer's authorized dealers. This warranty must be equal to or better than those offered to the general public. Passenger cars and light-duty trucks have a minimum warranty offered to the general public (not commercial trade). Minimum warranty is at least 3 years/36,000 miles bumper to bumper with a power train warranty of 5 years/100,000 miles unless different requirements are stated within a series specification, or an optional warranty upgrade is purchased.
3. **WARRANTIES, DOCUMENTATION:** The length (in years and miles) of the OEM new vehicle warranty on Mandatory Price Sheet. Contractor furnishes a complete copy (detailing coverage and exclusions) of the new vehicle warranty to Customer with each vehicle delivered. Contractor provides an additional copy within 10 working days after request.
4. **WARRANTIES, DEDUCTIBLES:** All warranty repairs shall be performed without assessing the Customer warranty deductibles. Contractor is responsible for any warranty deductibles required for warranty repairs.
5. **WARRANTIES, DELAYED:** Delayed warranties are available for all vehicles. Warranty start date shall be effective the day the completed unit is placed into service. Contractor furnishes a delayed warranty card/document with each unit delivered, advising entity personnel of the procedures to be followed for obtaining delayed start of warranty coverage. NOTE: If Contractor fails to arrange for delayed warranty with OEM, Contractor is responsible for all costs incurred to make appropriate repairs at any dealership in Texas.
6. **WARRANTIES, CONTRACTOR INSTALLED ITEMS:** Contractor warrants all items it has installed for quality and workmanship. Warranty includes 100% coverage for all options, components and labor.
7. **WARRANTIES, AFTERMARKET ALTERNATE FUEL CONVERSION:** Aftermarket fuel conversion means the conversion of an OEM vehicle to operate in its normal capacity or design using an alternative fuel such as LPG or CNG by a company licensed by the Railroad Commission, is certified by the Environmental Protection Agency (EPA) and has at least one ASE certified technician. With an after-market fuel conversion, the company completing the conversion shall be responsible for fuel control issues/problems. If the maintenance program is followed and maintenance is performed by an ASE certified technician, the conversion shall be warranted for 3 years/36,000 miles, whichever comes first. Warranties for components (i.e. tanks) greater than 3 years / 36,000 miles shall be passed on to

the Customer. The conversion does not void any other warranty. The OEM warranty will remain intact unless it is determined that the failure of an OEM part is directly attributed to the aftermarket fuel conversion. In case of warranty work on an engine converted to use LPG or CNG, it automatically become the Contractor's responsibility. The Contractor will arrange, with the permission of the owner, for the vehicle to be repaired by an OEM Certified technician, at an OEM or other facility chosen by the owner, at no cost to the owner. A copy of the conversion equipment manufacturer's warranty and the Contractor's supplemental warranty shall be provided to the Customer at the time of vehicle delivery. Payment for the vehicle cannot be processed until these documents are provided. Major warranty repair work means major repair to the engine due to operation of the engine on LPG or CNG. All conversion components shall be covered. Diagnosis of the actual repairs required will be the responsibility of the Contractor. The vehicle will be made available at the location designated by the owner. The repair work may be performed by the Contractor or his authorized OEM certified representative.

8. COMPLIMENTARY SERVICE: If the manufacturer offers a complimentary service agreement with the purchase of a new vehicle, that service shall be included with all vehicles purchased under the contract.

**Adding New Products to the Contract**

Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (<https://comptroller.texas.gov/purchasing/forms/>) to the Statewide Contract Development section at [open.market@cpa.texas.gov](mailto:open.market@cpa.texas.gov) (<mailto:open.market@cpa.texas.gov>).

**Delivery Delays by Contractor**

If delay is foreseen, Contractor must give written notice to the Customer and must keep Customer advised at all times of status of order.

Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor.

Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).

<p><b>Compliant Products by Contractor</b></p>	<p>Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.</p> <p>Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.</p>
<p><b>Purchase Order Cancellations</b></p>	<p>The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.</p>
<p><b>Restocking Fee</b></p>	<p>The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.</p>
<p><b>Substitutions</b></p>	<p>During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.</p>

**Contract Performance**

The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.

Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM.

(<https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>)

The purpose of the Vendor Performance Tracking System is to:

- Identify vendors that have exceptional performance
- Aid purchasers in making a best value determination based on vendor past performance
- Protect the state from vendors with unethical business practices
- Track vendor performance for delegated and exempt purchases

## Contractors

**Contractor VID:** 18732660362

**Contractor:** Caldwell Country Chevrolet II LLC

**Contact Name:**

Averyt Knapp

**Email:** [averyt@caldwellcountry.com](mailto:averyt@caldwellcountry.com)

**Phone:** (979) 567-1500

**Alternate Contact Name:** Benjamin Laureano

**Alternate Email:** [ben@caldwellcountry.com](mailto:ben@caldwellcountry.com)

**Alternate Phone:** (979) 567-6115

**Address:** Caldwell Country Chevrolet II LLC PO BOX 27 Caldwell TX 77836-0027

**Contractor VID:** 12730378564

**Contractor:** Caldwell Country Ford, LLC

**Contact Name:**

Averyt S. Knapp

**Email:** [averyt@caldwellcountry.com](mailto:averyt@caldwellcountry.com)

**Phone:** (979) 567-6116  
**Alternate Contact Name:** Christopher M. Collins  
**Alternate Email:** chris.caldwellcountry.com  
**Alternate Phone:** (979) 567-1500  
**Address:** PO Box 72 Rockdale TX 76567

**Contractor VID:** 18638304750  
**Contractor:** CZAR Companies, LLC dba Cameron Country CDJR  
**Contact Name:**  
Averyt S. Knapp  
**Email:** averyt@caldwellcountry.com  
**Phone:** (979) 567-1500  
**Alternate Contact Name:** David T. Lowry  
**Alternate Email:** dlowry@caldwellcountry.com  
**Alternate Phone:** (979) 567-1500  
**Address:** CZAR Companies, LLC dba Cameron Country CDJR 2102 Thornton St. Cameron TX 76520

**Contractor VID:** 18634898458  
**Contractor:** Donalson CDJR, LLC  
**Contact Name:**  
Heath S. Donalson  
**Email:** jrunnels@silsbeefleet.com  
**Phone:** (409) 895-3858  
**Alternate Contact Name:** Shirley Payne  
**Alternate Email:** spayne@silsbeefleet.com  
**Alternate Phone:** (409) 895-3855  
**Address:** 1305 Hwy 96 Bypass Silsbee TX 77656-0905

**Contractor VID:** 12034629241  
**Contractor:** Donalson-Hiner Automotive Group Inc. DBA Silsbee Toyota  
**Contact Name:**  
Heath S. Donalson  
**Email:** jrunnels@silsbeefleet.com  
**Phone:** (409) 300-1385  
**Alternate Contact Name:** Shirley Payne  
**Alternate Email:** spayne@silsbeefleet.com  
**Alternate Phone:** (409) 895-3855

**Address:** 1396 Hwy 327 E. Silsbee TX 77656

**Contractor VID:** 18107920516

**Contractor:** Lake Country Chevrolet Inc.

**Contact Name:**

Heath S. Donalson

**Email:** rbrown.silsbeefleet@gmail.com

**Phone:** (409) 384-1002

**Alternate Contact Name:** Shirley Payne

**Alternate Email:** spayne@silsbeefleet.com

**Alternate Phone:** (409) 895-3855

**Address:** 2152 N. Wheeler Street Jasper TX 75951

**Contractor VID:** 12037597833

**Contractor:** PFVT Motors, LLC

**Contact Name:** Cliff Kujala

**Email:** cliff.kujala@governmentautosales.com

**Phone:** (623) 239-0340

**Alternate Contact Name:** Wesley Boswell

**Alternate Email:** wesley.boswell@governmentautosales.com

**Alternate Phone:** (480) 696-5930

**Address:** PFVT Motors, LLC 8333 Royal Ridge Parkway Suite 100 Irving, TX 75063

**HUB Eligibility:** WO

**HUB Gender:** F

**Contractor VID:** 17510073228

**Contractor:** Sam Pack's Five Star Ford Ltd

**Email:** bidtx@spford.com

**Phone:** (888) 835-3389

**Alternate Contact Name:** Kevin Moore

**Alternate Email:** kevinmoore@sampack.com

**Alternate Phone:** (888) 835-3389

**Address:** 1635 IH 35E Carrollton TX 75006

**Contractor VID:** 17605331440

**Contractor:** Silsbee Ford Inc.

**Contact Name:**

Heath S. Donalson

**Email:** fleetsales@outlook.com

**Phone:** (409) 384-1002

**Alternate Contact Name:** Shirley Payne

**Alternate Email:** spayne@silsbeefleet.com

**Alternate Phone:** (409) 895-3855

**Address:** PO Box 815 Silsbee TX 77656-0815

**Contractor VID:** 18419938321

**Contractor:** Southwest CDJR LLC

**Contact Name:**

Vernon L. Scott

**Email:** vscott@gilchristautomotive.com

**Phone:** (713) 444-0378

**Alternate Contact Name:** Shannon Bidy

**Alternate Email:** wbiddy@gilchristautomotive.com

**Alternate Phone:** (214) 676-9518

**Address:** Vernon L. Scott Southwest CDJR LLC 2235 N. Main Street Cleburne TX 76033



Texas Comptroller of Public Accounts

**Glenn Hegar**

Home (<https://comptroller.texas.gov>)

Contact Us (<https://comptroller.texas.gov/about/contact/>)

## Policies

Privacy and Security Policy (<https://comptroller.texas.gov/about/policies/privacy.php>)

Accessibility Policy (<https://comptroller.texas.gov/about/policies/accessibility.php>)

Link Policy (<https://comptroller.texas.gov/about/policies/links.php>)

Search from the Texas State Library (<https://www.tsl.texas.gov/trail/index.html>)

Texas Homeland Security (<https://www.dhs.gov/see-something-say-something/reporting/texas>)

Public Information Act (<https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>)

Texas Secretary of State (<https://www.sos.state.tx.us/>)

HB 855

## Other State Sites

Texas.gov (<https://texas.gov>)

Texas Records and Information Locator (TRAIL) (<https://www.tsl.state.tx.us/trail/>)

State Link Policy (<https://dir.texas.gov/resource-library-item/state-website-linking-privacy-policy>)  
Texas Veterans Portal (<https://veterans.portal.texas.gov>)