

**STANDARD AGREEMENT**

STD. 2 (REV. 5-91)

CONTRACT NUMBER  
DGS-OFA-HON-EV01

AM. NO.

TAXPAYER'S FEDERAL EMPLOYER I.D.  
952041006THIS AGREEMENT, made into and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19 9 7  
in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE, OFFICER ACTING FOR THE STATE

AGENCY

**Director****Department of General Services**, hereafter called the State, and

CONTRACTOR'S NAME

**American Honda Motor Co., Inc.**, hereafter called the Contractor.WITNESSETH: That the Contractor and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion and attach plans and specifications, if any.)*The Contractor **agrees to** provide and the State agrees to accept, services as set forth in the Terms and Conditions of this **Master Service Agreement (MSA)** and the documents references and included in this **MSA as attachments**.

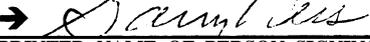
The following items are incorporated by reference and made part of this MSA:

- Items 2 through 7 on the back of this form,
- The Terms and Conditions described on Pages 1-5,
- Exhibit A, American Honda Motor Co., Inc. EV Plus Lease Agreement,
- Exhibit B, a sample Purchase Estimate (STD. 66),
- Exhibit C, a sample Subscription (Lease) Agreement
- Instructions For Leasing Electric Vehicles, and
- The statements and documents cited on Page 5 included as Exhibits D-H.

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on reverse side hereof constitute a part of this agreement.

IN WITNESS WHERE OF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY <b>Department of General services</b>		CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>American Honda Motor Co Inc.</b>	
BY (AUTHORIZED SIGNATURE) → 		BY (AUTHORIZED SIGNATURE) → 	
PRINTED NAME OF PERSON SIGNING Peter Stamison		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Robert Bienenfeld, Market Development Mgr.</b>	
TITLE <b>Director, Department of General Services</b>		ADDRESS 1919 Torrance Blvd., Torrance CA, 90501-2746	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM CATEGORY (CODE AND TITLE)	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
I hereby certify that upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER →		DATE	

Department of General Services  
FORM POLICY BUDGET  
Use Only

Department of General Services

**APPROVED****[OCT 1 5 1997]**
 CONTRACTOR
  STATE AGENCY
  DEPT. OF GEN. SER
  CONTROLLER

# STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

1. ~~The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.~~
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **MASTER SERVICES AGREEMENT DGS MSA-HONDA TERMS AND CONDITIONS**

This Master Service Agreement (MSA) provides for the leasing of the “Honda EV Plus” and is entered into between the Department of General Services (DGS) and American Honda Motor Company, Inc. (HONDA). The Honda EV Plus is a four-seat electric-powered sedan offered exclusively for lease by HONDA.

The below referenced state departments, agencies and political subdivisions of the State may request services from the Contractor under this agreement:

The Executive Branch;  
The Legislative Branch;  
The Judicial Branch;  
Constitutional Officers of the State;  
California State Universities and The University of California; and  
Political Subdivisions of the State, including city and county governments and Community College districts.

Each participating agency shall enter into a lease with HONDA in substantially the form of the attached Sample Subscription (Lease) Agreement (Exhibit C), and thereby agree to lease the Honda EV Plus under the terms of this MSA, which shall be incorporated by reference as part of the Lease Agreement.

### **1. DEFINITIONS**

The following terms shall have the following meanings for all purposes of this agreement.

- A. “State” means the Department of General Services and the other state agencies listed above as eligible users.
- B. “DGS” is the Department of General Services.
- C. “Participating Agency” means an eligible subscriber/user that orders one or more electric vehicles under the terms of this MSA.
- D. “HONDA” or “Contractor” means American Honda Motor Company, Inc. and includes authorized HONDA EV servicing dealerships as third party beneficiaries.
- E. “Master Services Agreement (MSA)” or “Agreement” is this agreement between HONDA and DGS providing the basic terms and conditions which a participating agency shall incorporate by reference as part of a Subscription (Lease) Agreement which shall be entered into with HONDA. The MSA includes the terms and conditions of American Honda Motor Co. Lease Agreement (Exhibit A) and a sample Purchase Estimate (Exhibit B).
- F. “Subscription (Lease) Agreement” is a contract for the Honda EV Plus between HONDA and a participating agency that incorporates this MSA.

## **2. OBJECTIVE**

The objective of this MSA is to facilitate state and local government leases of electric vehicles. Electric vehicles, which meet the California Air Resources Board's (ARB's) definition of zero-emission vehicle (ZEV), provide air quality and energy diversity benefits. Executive Order W-100-94, authorized by Governor Pete Wilson in 1994, promotes the purchase of ZEVs for state fleets in compliance with the 1992 National Energy Policy Act. Also, in 1996 ARB entered into Memoranda of Agreements (MOAs) with the seven major automakers to promote and develop a market for ZEVs in California. Under the MOAs, auto manufacturers are required to place a total of 3,750 ZEVs in California through the year 2000. ARB agreed to facilitate the purchase of ZEVs for appropriate applications in state fleets by working with the Department of General Services to ensure the sale or lease of ZEVs to selected state agencies. This MSA is designed to accomplish the objective described above, and further facilitate ZEV leases in local government fleet applications.

## **3. TERM**

The term of this Master Service Agreement (MSA or Master) shall be four (4) years beginning with the date it is stamped APPROVED by the Department of General Services. Accordingly the "Order Window for leasing the Honda EV Plus shall be four (4) years beginning with the date the MSA is approved. The Subscription (Lease) Agreement term for the Honda EV Plus shall be three (3) years.

Therefore, all Subscription (Lease) Agreements under this MSA must expire prior to seven (7) years following the date the MSA is approved; each limited to a term of three (3) years. Nothing in this MSA precludes both parties (DGS and HONDA) from extending the term of the MSA upon its expiration.

## **4. VALID AGREEMENT**

This agreement shall not be valid until signed by all parties and approved by the DGS, Office of Legal Services. Approval of this agreement by the DGS does not guarantee that any vehicles will be leased.

## **5. ORDERING INSTRUCTIONS**

Each participating entity shall designate an official contact person to receive notices and handle logistics of the lease(s). As a condition to participating in this MSA, users shall also provide the following information to the DGS Official Contact Person: name, address, phone number, facsimile number, and e-mail address of their designated official contact person.

The participating agency shall complete and forward a Purchase Estimate (STD. 66 - Exhibit B) to the Office of Fleet Administration (OFA) Contract Administrator (contact person) who will then prepare a Subscription Agreement (Exhibit C). Participating agencies should allow time for processing the order (subscription agreement) and installation of the necessary charging equipment prior to the delivery date. The OFA contract administrator will forward the completed Subscription Agreement to the participating agency which following review and execution shall forward the subscription agreement to the automaker for execution. The automaker shall determine a vehicle delivery date and shall forward a copy of the fully executed Subscription Agreement to the participating agency and to the OFA.

## 6. MSA OFFICIAL CONTACT PERSONS

Notices required under the MSA shall be in writing and delivered to the appropriate address(es) below.

Rick Slama, Departmental Contact  
Department of General Services  
Office of Fleet Administration  
802 Q Street  
Sacramento, CA 96814-6422

Robert J. Bienenfeld, HONDA Contact  
American Honda Motor Company, Inc.  
1919 Torrance Boulevard  
Torrance, CA 90501-2746

E-mail: rslama@dgs.ca.gov  
Telephone: (916) 327-2567  
Facsimile: (916) 327-2076

E-mail: rbienenfeld@amerhonda.com  
Telephone: (310) 781-4455  
Facsimile: (310) 781-4459

## 7. REPORTS

Quarterly, HONDA will provide brief reports listing the names and addresses of each participating agency and the number of vehicles leased under this MSA to the DGS official contact person. The first quarterly report is due 3 months following approval of this MSA by DGS' Office of Legal Services. Additional contents and format of reports will be determined at a later date.

## 8. FINANCIAL LIABILITY

Any payment obligation of a contract(s) awarded under this MSA will be contingent upon the availability of funding. In addition, this MSA is subject to any additional statutory restrictions, limitations, or conditions enacted by the Legislature or other controlling body, which may affect the provisions, terms, or funding of any resulting contract(s) in any manner.

The term "contract" as used in this section shall mean this MSA and the American Honda Motor Co. Lease Agreement. Each participating agency is responsible for payment according to the terms of the Subscription (Lease) Agreement executed with the Contractor (HONDA). The Department of General Services will not be liable for payments owed to the Contractor (HONDA) by individual MSA users.

## 9. VEHICLE REGISTRATION

Publicly-owned/leased electric vehicles will be E-plated, thereby exempting them from federal excise and personal property taxes levied on the Contractor or on employee wages. Therefore, no registration or title fees will be levied on the electric vehicles leased under this MSA.

## 10. CONFLICT LANGUAGE

No additional terms and conditions other than those set forth in this MSA are authorized by DGS. Participating agencies are not to modify or add to the terms of the Subscription (Lease) Agreement (Exhibit C) which incorporates by reference the MSA. The only terms of the Lease Agreement which may differ among participating users include the beginning and ending dates of the lease, and the price, which may differ according to whether incentives are available at the user's location.

## **11. MODIFICATION**

If both parties agree, the terms and conditions of this MSA may be modified by amendment. Amendments to the terms of this MSA shall be valid when signed by the parties to this MSA and approved by the Office of Legal Services of the Department of General Services. No oral understanding or agreement not incorporated in the MSA shall be binding on the parties of this MSA.

## **12. SEPARABILITY**

If any provision of this MSA is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this MSA shall remain in full force and effect.

## **13. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, and rules applicable to its respective business.

## **14. NO WAIVER**

Failure to enforce any term or condition of this agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this agreement.

## **15. ENTIRE AGREEMENT**

This agreement is the entire agreement with respect to the subject matter hereof and supersedes any previous agreement with respect to the subject matter hereof. No oral representations made before or during the negotiation of this agreement shall be deemed binding on the parties.

## **16. NO ADDITIONAL REQUIREMENTS OR QUALIFICATIONS**

The Contractor agrees that no additional requirements or qualifications to the terms and conditions of this agreement beyond what is required by law, or by prudent operating requirements, shall be made in carrying out the Contractor's stated obligations herein.

## 17. MISCELLANEOUS STATEMENTS AND DOCUMENTS

- A. **Contract subject to Audit:** This contract will be subject to examination and audit by the State Auditor for a period of three years after the final payment or termination of the contract.
- B. **Americans With Disabilities Act:** By signing this Agreement, the Contractor (HONDA) assures the State that it complies with the Americans with Disabilities Act of 1990 (U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability.
- C. **Drug-Free Workplace:** The Drug-Free Workplace Certification (STD. 21) as signed by the Contractor, is incorporated into this Agreement by reference (Exhibit D).
- D. **Labor Relations Board Certification:** By signing this Agreement, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.
- E. **Nondiscrimination Compliance:** The Nondiscrimination Compliance Statement (STD. 19) as signed by the Contractor is incorporated into this agreement by reference (Exhibit E).
- F. **Nondiscrimination Clause:** By signing this agreement, the Contractor certifies compliance with the State's Nondiscrimination Clause (STD. 17A), which is incorporated into this agreement by reference (Exhibit F).
- G. **Vendor Data Record:** The Vendor Data Record (STD. 204), as signed by the Contractor is incorporated into this agreement by reference (Exhibit G)
- H. **Certification of Compliance with the Forced, Convict, and Indentured Labor Statute:** The Certification of Compliance as signed by the Contractor is incorporated into this agreement by reference (Exhibit H).

## 18. AUTHORITY TO SIGN

Each party represents that the individual who signs a Subscription (Lease) Agreement has authority to do so and to bind it to the terms and conditions of this MSA and the Lease Agreement. Note: Cities, counties, and other local public agencies normally would need authorization, in the form of a resolution or other equivalent document, from their controlling body (City Council, Board of Supervisors, etc.) to sign a Subscription (Lease) Agreement.

AMERICAN HONDA MOTOR CO., INC.  
HONDA EV PLUS  
LEASE AGREEMENT

THIS LEASE AGREEMENT (“AGREEMENT”) , DATED OCTOBER 1, 1997 IS BETWEEN AMERICAN HONDA MOTOR CO., INC. (“HONDA”), AND THE STATE OF CALIFORNIA (“LESSEE”).

HONDA and LESSEE, for the considerations set forth below, agree:

**SECTION 1. Vehicles Leased: Term of Lease.** HONDA leases to LESSEE, on terms set forth in this Agreement, the Electric Vehicles (“EV’s”) described in Schedule A attached to the subscription agreement (collectively referred to hereinafter as the “Vehicles”) the Master Service Agreement (MSA) DGS MSA-Honda, and any additional schedules subsequently executed, which schedules are made a part of this Agreement with the same force and effect as if this Agreement were rewritten and reexecuted at the time each such separate schedule is made a part of this Agreement, for a term for each separate Vehicle beginning on the date each such Vehicle is delivered to LESSEE as set out in such schedule, and continuing thereafter for three (3) years or as otherwise terminated as provided herein. The Vehicles are to be used in the normal and ordinary course of LESSEE’s business at the location set forth in the applicable attached schedule for the respective Vehicle (“garaging address”) upon the terms and conditions set forth in this Agreement and as set forth respectively in the applicable schedule now and hereafter made a part of this Agreement.

**SECTION 2. Nature of Contract.** This is a contract of leasing only. LESSEE does not, by this Agreement or otherwise, acquire any right, title or interest in or to the property described in this Agreement.

**SECTION 3. Payment of Rentals.** LESSEE agrees that it will timely pay the rental payment(s) identified on Attachment 1 hereto. All rentals shall be paid by LESSEE to HONDA at HONDA’s address designated in Attachment 2 hereto, or to such other person or organization as HONDA may designate from time to time in writing provided to LESSEE, or as designated in writing by an assignee of this Agreement. If rental payments are not made in within thirty days of invoice as specified in attachment 1 hereto, Honda shall be entitled to an interest penalty fee in accordance with California Government Code Section 926.17, or with respect to a non state LESSEE, as may otherwise be provided by law.

**SECTION 4. Vehicle Registration.** All Vehicles subject to this Agreement will bear license plates, and the titles to such Vehicles will be registered in the name of HONDA. HONDA, through the Vehicle dealer, shall cause the Vehicles to be registered.

**SECTION 5. Delivery of Vehicles.** HONDA will use all reasonable diligence to deliver the Vehicles leased under this Agreement to LESSEE upon the execution of this Agreement and any supplement to it, but will not be liable to LESSEE for any delays in the delivery of such Vehicles, if HONDA shall have exercised reasonable diligence to do so.

**SECTION 6. Use of Vehicles.** LESSEE will not:

- A. Allow unlicensed drivers to operate the Vehicles;
- B. Allow any driver other than the LESSEE's employees, LESSEE's employee-supervised ride and drive drivers, authorized Roadside Assistance company, authorized Honda EV servicing dealer, or HONDA employees to drive any Vehicle.
- C. Use or allow any Vehicle to be used illegally, improperly, for hire or as a public conveyance or to transport or permit any hitchhikers to ride in any Vehicle;
- D. Use or allow the use of any Vehicle in any way that causes cancellation or suspension of insurance or causes the manufacturer's warranty to become void;
- E. Use or allow any Vehicle to be used to pull a trailer or another vehicle;
- F. Drive or allow any Vehicle to be driven in a reckless or negligent manner;
- G. Remove or allow to be removed any Vehicle from California or from areas of service availability specified by the manufacturer;
- H. Alter, mark or install accessories or equipment in or on any Vehicle (including cellular phones, except where advance written authorization to install the same is obtained from HONDA) or affix, attach or install any stickers, decals or labels on or in any Vehicle;
- I. Initiate repairs of any Vehicle, including emergency repairs, except as authorized and directed by HONDA, or have any repair work or servicing done on any Vehicles other than by the Honda EV Plus service dealers designated by HONDA;
- J. Disassemble, dismantle, tamper with or attempt to reverse engineer any Vehicle, even if LESSEE (or anyone else) reassembles such Vehicle, or allow anyone else to disassemble, dismantle, tamper with or attempt to reverse engineer any Vehicle, even if reassembled;
- K. Conduct any testing on or to any Vehicle, without prior, written approval from HONDA;  
or
- L. Participate in any formal research project relating to electric vehicles without receiving advanced written authorization from HONDA.

If LESSEE shall (or shall allow any person to) participate in any such research project without authorization from HONDA, or disassemble, dismantle, tamper with or attempt to reverse engineer any Vehicle, or conduct any testing on or to any Vehicle, then LESSEE shall be subject to litigation brought by HONDA or its designee, and HONDA shall be entitled to seek all remedies, including damages from LESSEE.

## **SECTION 7. Maintenance and Warranty Repairs.**

- A. LESSEE will ensure that the Vehicles are serviced: (a) in strict accordance with the owner's manual and in accordance with the manufacturer's minimum recommendations, (b) when there is a dash warning/indicator indicating that service or repair is necessary, and (c) as requested by the manufacturer in connection with any recall or product update campaign.
- B. LESSEE shall refer to information provided by HONDA concerning how and when to service the Vehicles, and LESSEE shall have all service work performed only by an authorized Honda EV Plus service dealer in the service availability area specified by the manufacturer.
- C. If serviced in accordance with the manufacturer's and/or HONDA's recommendations, the costs of such service shall not be the responsibility of LESSEE, provided that for each Vehicle serviced as required hereunder, LESSEE has all such service validated and provides proof to HONDA that such service was performed. The cost of any repairs required to be made to any Vehicle due to LESSEE's (or any of its agents' or employees') misuse, neglect, abuse or failure to follow preventive maintenance schedules will be the sole responsibility of LESSEE.
- D. The exterior of the Vehicles shall be regularly washed and waxed, and the interiors shall be maintained clean and free of debris, at LESSEE's expense.
- E. HONDA will be responsible for all fees and expenses related to replacing and maintaining tires and batteries. LESSEE will not (and will not allow any of its agents or employees to) operate any of the Vehicles on a flat tire or on any tire or tires which do not contain sufficient air pressure to prevent damage to the tires other than ordinary wear and tear.
- F. LESSEE will allow HONDA to perform additional service or replace parts, at any time, and shall cooperate in arranging to have such service performed.

**SECTION 8. Insurance.** LESSEE shall, at its sole cost, provide and maintain throughout the applicable rental period (defined in Section 1 above) for each Vehicle, a policy (or policies) of automobile liability insurance containing coverage in the amounts listed below, and such exceptions and exclusions which are ordinarily contained in automobile liability insurance policies written for the locality where the Vehicles are normally stored. Such policy or policies will insure HONDA and LESSEE and their respective agents and employees with respect to liability as a result of the ownership, maintenance, use or operation of Vehicles furnished by HONDA to LESSEE pursuant to this Agreement. The insurance will be primary, and not excess or contributory, with respect to any accident involving such Vehicles, and will afford bodily injury liability limits of not less than \$100,000 for injury or death of one person in any one accident and subject to such limit per person to a total liability of \$300,000 for all persons injured or killed in the same accident, and \$50,000 for damage, destruction and/or loss of use of property as a result of one accident. The policy (or policies) must be written by an insurance company and in a form acceptable to HONDA. LESSEE shall provide proof of insurance to HONDA upon request. In the event LESSEE shall fail to pay for or provide any insurance as required hereunder, HONDA at its option may pay for such insurance and add the amount paid to the sums due from LESSEE.

The State has elected to be self-insured for its motor vehicle exposures, The Office of Risk and Insurance Management administers the motor vehicle liability program. Physical Damage to such vehicles may be reimbursed by the Employing State Agency in accordance with State Administrative Manual sections 2420 and 4116. HONDA agrees that the State and other subscribers may offer self-insurance acceptable to HONDA in lieu of insurance policies. Each subscriber will be responsible for its own proof of either self-insurance or Public Liability Insurance and Physical Damage Insurance and agrees to provide proof of insurance to HONDA upon request.

**SECTION 9. Notification of Accident or Damage to Vehicles.**

- A. LESSEE will promptly notify its insurance company and HONDA (or its designee as provided in Attachment 2 hereof) of any and all accidents, thefts or other damage, and any other incidents that may result in an insurance claim, both by telephone (on the same day of the accident or, in cases of an extreme circumstances when same day notification is not possible, as soon as practicable thereafter) and in writing addressed to HONDA as specified on Attachment 2 hereto (or as otherwise designated in writing by HONDA from time to time). The notice to HONDA shall provide the following information: insurance company name, policy number, agent, agent's telephone and agent's address, the location of the Vehicle, the nature and cause of the damage and the date such damage or loss occurred.
- B. LESSEE and the driver of the Vehicle involved in the accident or incident will cooperate with HONDA in the investigation of the accident and, if requested by HONDA, participate (at HONDA's expense) in the defense of any claims arising from such accident.
- C. LESSEE will deliver to the authorized Honda EV Plus service dealer designated by HONDA any Vehicle involved in an accident or which has been damaged.

- D. Upon receipt of notification of accident or damage to a Vehicle, HONDA will arrange for, and be responsible for the cost of, all necessary repairs to the Vehicle with the following exceptions:
1. HONDA shall not be liable for cosmetic damage to any Vehicle (which includes, but is not limited to, minor scratches, rock chips and door dings), except that such damage may be repaired at HONDA's sole discretion;
  2. Expenses of repairs for damage caused by abuse or misuse of any Vehicle by LESSEE or its agents or employees will be LESSEE's sole responsibility.
  3. HONDA shall not be responsible for the expenses of repairing any damage which the parties agree renders any Vehicle a total loss; such damage shall be LESSEE's sole responsibility.
  4. In all cases of repairs to any Vehicle necessitated by an accident or damage caused by LESSEE or its agents or where no third party is at fault, LESSEE will be responsible for up to the first \$1,000 of repairs per Vehicle made by HONDA to any Vehicle. In cases where the damage was caused by a third party and through no fault of LESSEE's (or its agents or employees), HONDA shall be responsible for collecting any insurance proceeds from such third party.
- E. LESSEE shall cooperate with and assist HONDA in arranging and effecting all repairs of damage to the Vehicles.

**SECTION 10. Substitute Vehicles During Service or Repairs.** During such time as any Vehicle is undergoing service or repair, and if HONDA deems it impracticable to service or repair promptly such Vehicle, HONDA may, in its sole discretion, arrange for the temporary provision of another (non-electric) vehicle to LESSEE, through a third-party automobile rental company (with which LESSEE enters into a rental agreement), at HONDA's expense, subject to the following conditions:

- A. The type of substitution vehicle and the supplier of that vehicle shall be determined at the sole discretion of HONDA;
- B. **HONDA** shall not be obligated to provide a substitute vehicle to LESSEE if the parties consider the damage to the Vehicle undergoing repair sufficient to render that Vehicle a total loss;
- C. All expenses for repair of damage to any substitution vehicle provided hereunder, such as is typically covered by a "loss damage waiver" provision in rental car agreements, will be LESSEE's responsibility;
- D. Automobile liability insurance, covering injury to third parties, in the coverages specified in Section 8 above related to the operation of the substitution vehicle(s) shall be LESSEE's responsibility; and
- E. Regardless of whether a substitute vehicle is provided hereunder, the rent due HONDA for any Vehicle needing service or repairs will not be prorated or abated while the Vehicle is being serviced or repaired.

**SECTION 11. Vehicle Inspection.** LESSEE agrees to allow (and to cause its agents and employees using the Vehicles to allow) HONDA to inspect the Vehicles at any reasonable time and place.

**SECTION 12. Indemnity.** The subscriber (LESSEE) shall defend, indemnify, and hold HONDA (lessor), its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of the performance of this lease but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the subscriber (lessee) or its agencies, their respective officers, agents, or employees as well as employee-supervised ride and drive drivers. LESSEE will promptly pay all liens imposed on any Vehicle while said vehicle is in the possession of LESSEE.

**SECTION 13. Liability for Contents.** HONDA will not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon any Vehicle leased by HONDA to LESSEE pursuant to this Agreement unless such loss or damage is due to the negligence of HONDA, its agents or employees. NO right of HONDA under this Section may be waived except by prior written agreement of HONDA.

**SECTION 14. LESSEE's Representations and Warranties.** LESSEE hereby represents and warrants to HONDA and to HONDA's successors and assigns as follows: (1) LESSEE is a state agency or other public agency duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform fully its obligations hereunder; (2) LESSEE has taken all action needed to authorize the execution, delivery and performance of this Agreement and documents contemplated by this Agreement; (3) the person or persons executing and delivering this Agreement and documents contemplated by this Agreement are authorized to do so; (4) this Agreement constitutes a valid obligation of LESSEE, legally binding upon it and enforceable in accordance with its terms; (5) the execution, delivery and performance of this Agreement do not require any consent or approval which has not been obtained; and (6) none of the execution and delivery by LESSEE of this Agreement, or the consummation of the transactions contemplated hereby, or compliance by LESSEE with any of the provisions hereof, will (i) conflict with, or result in the breach of, any provision of the certificate of incorporation or by-laws of LESSEE; (ii) conflict with, violate, result in the breach or termination of, or constitute a default or give rise to any right of termination or acceleration under any contract or order to which LESSEE is a party or by which it or any of its properties or assets is bound; or (iii) constitute a violation of any law applicable to LESSEE.

**SECTION 15. Additional Charges.** LESSEE agrees to pay all storage charges, parting charges, and fines imposed in relation to any of the Vehicles. LESSEE will pay any fees (including inspection fees) or taxes which may be imposed with respect to any Vehicle by any duly constituted governmental authority as the result of the LESSEE's (or any of its agents' or employees') use or intended use of any of the Vehicles, or upon any change in the Vehicles' garaging address specified on Schedule A hereto. Any such increase shall be provided for by amendment of the subscription agreement. LESSEE's agreement to pay the additional charges set forth in this section shall be subject to the condition that LESSEE shall be liable for payment only for those charges which are LESSEE's responsibility under law.

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the contractor or on any taxes levied on employee wages. The State will only pay for any state or local sales or use taxes on the lease services rendered or equipment, parts, or software supplied to the State pursuant to this contract. Other public agency subscriptions may be similarly entitled. LESSEE shall not be responsible for any charges, fines, or fees which are customarily recognized in state service as being the responsibility of the drivers.

**SECTION 16. Roadside Assistance.** Roadside Assistance shall be provided, at no cost to LESSEE, by HONDA (or its designee) to LESSEE. Roadside Assistance shall be limited to no more than 150 miles from the garaging address specified for each Vehicle on Schedule A hereto. LESSEE's (or its agents' or employees') abuse of Roadside Assistance may result in additional charges to LESSEE.

**SECTION 17. Default.** LESSEE shall be in default hereunder if any of the following occurs:

- A. Payment of any sums due hereunder more than 30 days beyond the date due;
- B. Initiation of any proceeding in bankruptcy or insolvency by or against LESSEE;
- C. The filing or initiation of any proceeding in receivership by or against LESSEE or LESSEE's property, or if LESSEE makes an assignment for the benefit of creditors;
- D. A voluntary assignment of LESSEE's interest under this Agreement;
- E. LESSEE's failure to comply with the insurance requirements of this Agreement, or the expiration or cancellation of any policy of insurance agreed to be paid for by LESSEE, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance;
- F. LESSEE failure to repair or maintain the Vehicles as required in this Agreement. LESSEE shall be given a reasonable opportunity to cure;

- G. Loss, theft, destruction of any Vehicle or upon HONDA's determination that any Vehicle leased to LESSEE has been rendered unsuitable for use by LESSEE or its agents or employees;
- H. LESSEE's failure to answer any of the additional charges enumerated in Section 15;
- I. The imposition of any lien on any Vehicle;
- J. Seizure or confiscation of any Vehicle for any reason by a law enforcement agency;
- K. LESSEE's breach of any other provision of this Agreement, if such breach materially impairs the prospect of payment or the realization of HONDA's interest in the Vehicles;  
or
- L. LESSEE's material breach of any provision of Section 6 (Use) hereof.

In the event of any Default, based upon the breach(s) of a material promise or covenant HONDA may do any or all of the following upon giving reasonable advance notice to LESSEE: (1) Take any reasonable measures designed either to correct the Default or to save HONDA from loss, in which case LESSEE will pay HONDA upon HONDA's request for the costs and expenses incurred in connection therewith; (2) Terminate the Agreement and LESSEE's rights to possess and use any of the Vehicles, in which case: (a) all Vehicles then subject to this Agreement (including any substitution vehicles, if any, provided hereunder) will be surrendered and delivered to HONDA, (b) HONDA may take possession of the Vehicles wherever they may then be found, with or without process of law, and for that purpose may enter on the premises of LESSEE, (c) HONDA shall be entitled to retain all rents and other sums paid by LESSEE under this Agreement with respect to all such Vehicles, and (d) LESSEE shall be responsible for payment of HONDA's costs of repossessing, storing and transporting the Vehicle as well as HONDA's costs of collection, including court costs and reasonable attorneys' fees, to the extent permitted by law; (3) Assess an early termination fee, which LESSEE agrees to pay on an expedited basis to the extent possible under the LESSEE's payment/budget process; (4) Apply any security deposit amounts to amounts owed to HONDA; and/or (5) Pursue any other remedy permitted by law.

**SECTION 18. Early Termination (No Default).**

- A. By HONDA. Prior to the end of the Term, HONDA may terminate this Agreement at any time, by providing written notice to LESSEE, and, if such election to terminate was made by HONDA in the absence of any Default, then HONDA will refund to LESSEE a prorata portion of any rental sums advanced to HONDA for the remaining period of the Lease so terminated. Upon receipt of such notice of termination, LESSEE must return all Vehicles provided hereunder to the nearest authorized Honda EV Plus service dealer, or make a similar arrangement with HONDA, within seven ('7) business days of receipt of Honda's written notice of termination.

- B. **By LESSEE:** If LESSEE elects to terminate this Agreement early, LESSEE will return all Vehicles provided hereunder to HONDA on the due date of a monthly Agreement payment. In such event, LESSEE will owe to HONDA, an early termination fee, as set forth on Attachment 3 hereto. In addition, LESSEE will owe to HONDA: (a) any due and unpaid rental payments and any other amounts owed, if any, arising from LESSEE's breach or failure to perform any provision of this Agreement, and (b) any official fees and taxes imposed in connection with such early termination.

**SECTION 19. Surrender of Vehicles.** On expiration of the Term of this Agreement or upon any earlier termination as provided herein, LESSEE will surrender the Vehicles leased hereunder, in the same condition as when received, less reasonable wear and tear, and free from collision or upset damage, to HONDA at its address first set forth above or as otherwise designated by HONDA. Upon any termination hereunder (or the expiration hereof), HONDA may freely enter any premises occupied or controlled by LESSEE upon giving reasonable advance notice to LESSEE to remove any Vehicles from LESSEE's possession. LESSEE shall pay to HONDA on demand all costs, charges and expenses incurred by HONDA in so re-taking possession of the Vehicles. If LESSEE fails to promptly return the Vehicles (or any Vehicle) to HONDA as required hereunder, LESSEE will be obligated to pay HONDA a rental fee equivalent to the prorata portion of the rental payments due hereunder for all Vehicles held-over for the period of such hold-over; however, LESSEE acknowledges that its continued payment of rental under such circumstances is not to be construed as an extension of the Agreement or to confer rights in LESSEE to keep the Vehicle past the Agreement termination date. LESSEE shall pay for any loss or damage incurred by HONDA due to LESSEE's failure to return all Vehicles when due hereunder.

**SECTION 20. Odometer Disclosure Statement.** Upon termination or expiration of this Agreement, LESSEE shall provide a signed written disclosure statement to HONDA for each Vehicle of the correct odometer mileage for such Vehicle, as required by federal law.

**SECTION 21. Scheduled End of Agreement Liability.** LESSEE's payment liability at the end of the rental period for any Vehicle will be the sum of (a) any rental payments due and unpaid, (b) any other amounts arising from LESSEE's failure, if any, to abide by its promises herein, (c) any sums relating to Excess Wear and Use (defined in Section 22 below), and (d) my official fees and taxes imposed in connection with the Agreement.

**SECTION 22. Excess Wear and Use.** For each Vehicle, LESSEE will reimburse HONDA for the amount it would cost HONDA to repair excess wear and use of such Vehicle, whether or not Honda makes repairs. "Excess wear and use" includes, but is not limited to: (a) broken or missing parts or accessories, (b) interior rips, stains, burns or excessively worn areas, (c) missing wheels or tires (including spare), (d) neglect of proper maintenance intervals, (e) any condition which makes the Vehicle unsafe or unlawful to operate, or (f) safety equipment not in proper working order.

**SECTION 23. Set-off.** LESSEE agrees to make all such payments in full, without any deduction, regardless of any setoff, equity or cross-claim on the part of Lessee against HONDA; provided, however, LESSEE shall not otherwise be limited, hindered, or prevented in any manner from pursuing any off-set, equity, claim or right it may have against HONDA in law or equity.

**SECTION 24. Warranties.** The Vehicles are covered by the manufacturer's new vehicle warranty. HONDA assigns to LESSEE all of the rights under the manufacturer's new vehicle warranty.

HONDA LEASES THE VEHICLES HEREUNDER ON AN "AS-IS" BASIS AND LESSEE LEASES EACH VEHICLE IN WHATEVER CONDITION IT MAY BE IN. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER HONDA NOR ITS AFFILIATES LETS OR SUPPLIES THE VEHICLES TO LESSEE WITH OR SUBJECT TO ANY REPRESENTATION, CONDITION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE CAPACITY, CONDITION, SUITABILITY OR FITNESS FOR PURPOSE, PERFORMANCE, USE, QUALITY OR MERCHANTABILITY OF THE VEHICLES, AND ALL SUCH REPRESENTATIONS, CONDITIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. The provisions of this Section have been negotiated by HONDA and LESSEE and are intended to be a complete exclusion and negation of any representations or warranties of HONDA, express or implied, with respect to the Vehicles and this Agreement that may arise pursuant to any law now or hereafter in effect, or otherwise (except as expressly provided herein).

**SECTION 25. Assignment.** Lessee agrees not to assign, transfer, sublet, pledge or encumber any of its rights under this Agreement, the lease itself or any Vehicle or LESSEE's right to use **any** Vehicle. Lessee consents to and authorizes HONDA's assignment of all rentals, charges, and other amounts payable by LESSEE to Honda, or to become payable. It is understood and agreed that the LESSEE may lease or otherwise make available for use to any State of California agency or employee for State government/business purposes.

**SECTION 26. Waiver.** Failure of HONDA in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred under this Agreement, or the waiver of any breach of any terms of this Agreement will not thereafter **be** construed as a waiver of such terms, which will continue in force as if no such waiver had occurred.

**SECTION 27. Notices.** Notices provided for under this Agreement will be deemed given when mailed to the addresses of the LESSEE and HONDA, as contained in this Agreement. LESSEE shall promptly notify HONDA of any change in LESSEE'S address or of any garaging address for any Vehicle identified on Schedule A hereto.

**SECTION 28. Succession.** This agreement will be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

**SECTION 29. No Option to Purchase.** LESSEE has NO option to purchase any of the Vehicles hereunder, nor is this Agreement intended to create any such option.

**SECTION 30. Time of Essence.** All times and dates in this Agreement shall be of the essence.

**SECTION 31. Governing Law/Severability.** The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of California applicable to contracts made are to be performed wholly within that state and the parties hereby submit to the exclusive jurisdiction of the Federal or State **courts** within California. If any provision of this Agreement is unenforceable or invalid, that provision shall be severed from the remainder of the Agreement and the validity and enforceability of the remaining provisions shall not be affected or impaired.

**SECTION 32. Technology Rights/Confidentiality** LESSEE acknowledges that the Vehicles leased under this Agreement incorporate innovative technology developed by and proprietary to HONDA. LESSEE agrees to cooperate with HONDA in the evaluation of the new technology by responding to inquires from HONDA as to the performance, handling and use of the Vehicles, whether during the rental period for any Vehicle or after this Agreement has terminated, and by abiding by the requirements of the Agreement as to the maintenance and protection of the proprietary nature of the technology. LESSEE shall have no rights in any of the technology associated with the Vehicles or in any other connection or of the goodwill associated therewith. LESSEE expressly acknowledges that all such rights and goodwill are and shall remain vested in HONDA. LESSEE shall not do, and shall not authorize any third party to do, any act or thing which would or might invalidate or be inconsistent with the rights of HONDA in relation to the technology rights hereunder. LESSEE agrees to hold (and to cause its agents and employees to hold) in confidence the technology rights and all proprietary know-how, experience, data and other technical information received from or relating to HONDA using the same degree of care as that LESSEE would use to protect its own proprietary information. The provisions of this Section shall survive the termination or expiration of this Agreement.

**SECTION 33. Rights and Remedies Cumulative.** The rights and remedies of HONDA under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law.

**SECTION 34. Amendments.** This Agreement may not be amended, modified or supplemented in any manner, except by an instrument in writing signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

HONDA: AMERICAN HONDA MOTOR CO., INC.

By: *R. Reinhold*  
Please Sign Name

10/1/97  
Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Print Title

LESSEE: **THE STATE OF CALIFORNIA.**

BY: \_\_\_\_\_  
Please Sign Name

/ /  
Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Print Title

## Attachment 1 - Rental Payment Provisions

### Availability:

The Honda EV PLUS is a limited production vehicle, and is distributed by HONDA in limited California regions. The following rental payment provisions are made for state agencies and local governments providing the garaging address of the vehicle (Attachment 2) is within the Honda EV PLUS service area, and that local government incentives of \$5,000 per vehicle **are** made available to electric vehicle manufacturers. Off-board charging equipment is not included in this price and must be purchased separately.

### **State Agencies**

**Rental Fees** The three year rental fee to be paid by LESSEE is \$17,960.82 (seventeen thousand, nine hundred sixty dollars and eighty-two cents). See Table 1.

**Payments** HONDA will invoice LESSEE twice annually in January and July for the previous six month period, or portion thereof (in the case of new vehicles delivered during the period), and immediately after a vehicle is returned at lease end. Partial periods are calculated on a calendar day pro-rata basis, beginning from the date the vehicle was first delivered to LESSEE. Full six month periods will be invoiced for \$2,993.47 (Two thousand nine hundred ninety-three dollars and forty-seven cents).

### **Local Governments/Political Subdivisions**

These organizations may elect to make either a one-time payment at time of vehicle delivery (within thirty days), or an annual payment, due within thirty days of invoice, to be paid at the beginning of each annual term. This is shown, below, in table 2.

	Basic Program
Manufacturer's Suggested Price	\$53,999
Honda Special Incentive to CA <sup>(2)</sup>	(\$2,550)
Local Incentives (to Honda) <sup>(3)</sup>	(\$5,000)
Capital Cost	\$46,449
Residual %	70.00%
Annual Yield	7.37%
Lease Term	36
Monthly Lease Fee	\$498.91
Total Six-Month Payments	\$2,993.47
Total Annual Payments	\$5,986.94
Total Three Year Payments	\$17,960.82

Table 1

	Annual Lease	One-Time Lease
Annual Payment Pre-Pay Discount	(\$196.91)	
Annual Payment Amount	\$5,790.03	
One Time Payment Pre-Pay Discount		(\$1,791.88)
Total Monthly Payments (3yrs)		<b>\$16,168.94</b>

Table 2

**Attachment 2 - Notice Addresses and Contact Designations**

Purpose	Honda	Lessee
Contract Modifications	Robert Bienenfeld	_____
	MS: 100-3C-3A	_____
	American Honda Motor Co., Inc.	_____
	1919 Torrance Blvd.	_____
	Torrance, CA 90501	_____
	(3 10) 781-4450 TEL	_____
Accident Notification	(310) 781-4459 FAX	_____
	American Honda Motor Co., Inc.	_____
	c/o PDP Services	_____
	P.O. Box 988	_____
	Hunt Valley	_____
	Maryland, 21030	_____
All Other Inquiries	Connie Walton	_____
	MS: 100-3C-3A	_____
	American Honda Motor Co., Inc.	_____
	1919 Torrance Blvd.	_____
	(310) 781-4450 TEL	_____
	(310) 781-4459 FAX	_____
Garaging Address.		_____
		_____
		_____
		_____

**Attachment 3**  
**Early Termination Fee Schedule**

In accordance with Section 18 of the Agreement, upon termination of the Agreement by LESSEE prior to the end of the Term, LESSEE agrees to pay to HONDA immediately upon such termination an early termination fee according to the following schedule:

<b>Month of Termination (calculated from commencement date of Term)</b>	<b>Early Termination on Fee</b>
Months 1 - 6	\$3,000
Months 7-12	\$2,500
Months 13 - 18	\$2,000
Months 19 - 24	\$1,500
Months 25 - 30	\$1,000
Months 31 - 36	\$ 500

**SCHEDULE A**  
**LEASED 1998 HONDA EV PLUS VEHICLES**

Vehicle ID # (VIN)	Odometer Reading	EV PLUS Garaging Address (LESSEE)	Delivery Date





**DEPARTMENT OF GENERAL SERVICES**

OFFICE OF FLEET ADMINISTRATION

802 Q STREET

SACRAMENTO, CA 95814-6422

(916) 327-2085



TO: STATE DEPARTMENTS, AGENCIES, AND POLITICAL SUBDIVISIONS

FROM: DEPARTMENT OF GENERAL SERVICES

SUBJECT: INSTRUCTIONS FOR LEASING ELECTRIC VEHICLES

The Department of General Services, Office of Fleet Administration has developed a Master Services Agreement (MSA) for leasing Electric Vehicles (EVs). To lease an electric vehicle:

- Step 1.** Designate a representative of your department as the official contact person.
- Step 2.** Complete a Purchase Estimate (STD. 66). Forward completed Purchase Estimate to the Office of Fleet Administration's Contract Administrator.
- Step 3.** The Office of Fleet Administration will prepare a complete package and forward to your designated representative for review and signature of the STD. 2 and Subscription (Lease) Agreement (Exhibit A).
- Step 4.** Following execution, the participating agency shall forward the Subscriptions Agreements to the automaker for final execution.
- Step 5.** Following execution, the automaker shall forward a copy of the fully executed Subscription Agreement to the participating agency and to the Office of Fleet Administration.
- Step 6.** The automaker's official contact person will coordinate vehicle delivery after 'lease agreements have been completed.

If you have any questions, or would like a copy of the MSA, please contact:

Rick Slama, Contract Administrator  
Department of General Services  
Office of Fleet Administration  
802 Q Street  
Sacramento, CA 95814  
(916) 327-2567

**DRUG-FREE WORKPLACE CERTIFICATION**

EXHIBIT D

STD. 21 (NEW 8-93) (Automated)

COMPANY / ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy in maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

## CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

Robert Bienenfeld

DATE EXECUTED

SEPTEMBER 25, 1997

EXECUTED IN THE COUNTY OF

LOS ANGELES

CONTRACTOR or GRANT RECIPIENT SIGNATURE

R. Bienenfeld

TITLE

MANAGER, EV PROGRAMS

FEDERAL ID NUMBER

95-2041006

**NONDISCRIMINATION COMPLIANCE STATEMENT**

EXHIBIT E

STD. 19 (REV. 3-95)

COMPANY NAME

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

OFFICIAL'S NAME

ROBERT BIENENFELD

DATE EXECUTED

SEPTEMBER 25<sup>th</sup> 1997

EXECUTED IN THE COUNTY OF

LOS ANGELES

PROSPECTIVE CONTRACTOR'S SIGNATURE

*[Handwritten Signature]*

PROSPECTIVE CONTRACTOR'S TITLE

EV PROGRAM MANAGER

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

AMERICAN HONDA MOTOR COMPANY, INC.

**NONDISCRIMINATION CLAUSE (OCP-1)**

STD. 17A (REV. 3-95) (DGS Automated)

EXHIBIT F

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, 'Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the non-discrimination and compliance provisions of this cause in all subcontracts to perform work under contract.

**VENDOR DATA RECORD**

*(Required in lieu of IRS W-9 when doing business with the State of California)*

EXHIBIT G

STD. 204 (REV. 8-95)

**NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.**

SECTION 1 must be completed by the requesting state agency before forwarding to the vendor

<b>1</b>  <b>PLEASE RETURN TO:</b>	DEPARTMENT/OFFICE	<b>PURPOSE:</b> Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse.)</i>
	STREET ADDRESS	
	CITY, STATE, ZIP CODE	
	TELEPHONE NUMBER	

<b>2</b>	VENDOR'S BUSINESS NAME	American Honda Motor Co., Inc.
	SOLE PROPRIETOR-ENTER OWNER'S FULL NAME HERE <i>(Last, First, M.I.)</i>	
	MAILING ADDRESS <i>(Number and Street or P. O. Box Number)</i>	1919 Torrance Boulevard
		Torrance, CA 90501-2746
		<i>(City, state, and zip code)</i>

<b>3</b>  <b>VENDOR ENTITY TYPE</b>	CHECK ONE BOX ONLY		<b>NOTE:</b> State and local governmental entities, including school districts are not required to submit this form.
	<input type="checkbox"/> MEDICAL CORPORATION <i>(Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)</i>	<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> EXEMPT CORPORATION <i>(Non-profit)</i>	<input type="checkbox"/> ESTATE OR TRUST	
	<input checked="" type="checkbox"/> ALL OTHER CORPORATIONS	<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR	

<b>4</b>  <b>VENDOR'S TAXPAYER I. D. NUMBER</b>	<b>SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse)</b>		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
	FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN)	SOCIAL SECURITY NUMBER	
	9   5   -   2   10   14   11   10   10   16	-       -	
	IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.	IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.	

<b>5</b>  <b>VENDOR RESIDENCY STATUS</b>	CHECK APPROPRIATE BOX(ES)		<b>NOTE:</b> a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. <i>(See reverse.)</i>
	<input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA	<input type="checkbox"/> Nonresident (See Reverse) Payments for services by nonresidents may be subject to state withholding	
	<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED	<input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	

<b>6</b>  <b>CERTIFYING SIGNATURE</b>	<b><i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i></b>		
	AUTHORIZED VENDOR REPRESENTATIVE'S NAME <i>(Type or Print)</i>		TITLE
	Robert J. Bienenfeld		Manager, AFV Sales & Marketing
	SIGNATURE	DATE	TELEPHONE NUMBER
	10/1/97	310/781-4455	

**Certification of Compliance with the Forced, Convict, and Indentured Labor Statute**

(a) I hereby certify that no foreign-made equipment, materials, or supplies furnished to the state pursuant to purchase order/contract number \_\_\_\_\_ were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. By signing this certification I agree to comply with the requirements of Public Contract Code (PCC) Section 6108:

(b) I understand that if I knew or should have known that the foreign-made equipment, materials or supplies furnished to the state were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above (a), may, subject to PCC Section 6108, subdivision (c) have any or all of the following sanctions imposed:

1. The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the state agency to which the equipment, materials, or supplies were provided.
2. As the contractor, I may be assessed a penalty which shall be the greater of one thousand dollars (\$1,000) or an amount equaling 20 percent of the value of the equipment, materials, or supplies that the state agency demonstrates were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
3. As the contractor, I may be removed from the bidder's list for a period not to exceed 360 days.

  
\_\_\_\_\_  
Contractor Authorized Signature

10/1/97  
\_\_\_\_\_  
Date