**ATTACHMENT A**

**SOLICITATION NO. 0900000456**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**Purpose**

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

**1.** **Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

**2.** **Contract Specifications**

Contract specifications are set forth below as Exhibit 1.

**EXHIBIT 1**

1. Responsibilities
2. Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
3. All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
4. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
5. Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
6. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
7. Pricing shall only be adjusted at the time of model year changes.
8. All actual “build out” schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
9. Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
10. As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer’s percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
11. If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
12. If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
13. All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
14. Vehicles that remain in the Supplier’s possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier’s possession.
15. The Supplier must provide any training opportunities available to the Customer.
16. The Supplier must maintain a website detailing all current models available under the Contract.
17. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier’s responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

1. Warranty
2. The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
3. The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
4. All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
5. The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
6. The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
7. The Supplier shall correct ordering errors without further cost to the Customer.
8. A copy of the warranty shall be included for replacement parts purchased.
9. All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
10. Warranty repair facilities must be identified in each pricing sheet.
11. Insurance
12. The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier’s policy:
13. Worker’s Compensation Insurance and employer’s liability insurance sufficient to cover Supplier’s employees as required by the State.
14. Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
15. Commercial Automobile Insurance, hired and non-owned.
16. Garage Keepers Liability Insurance.
17. Commercial Property Coverage
18. Quality of Parts
19. Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
20. After market repair parts must be equal to, or exceed OEM specifications.
21. Repair parts must be packaged and distributed under the respective nationally known name brands.
22. All rebuilt or remanufactured parts must meet the same requirements as listed above.
23. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
24. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.
25. Ordering
26. No minimum orders are required under this Contract.
27. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
28. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
29. Delivery
30. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
31. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
32. The Customer must provide specific delivery instructions to the Supplier.
33. Delivery on parts must be made within 30 days of order.
34. All vehicles shall be delivered with one copy of the operator’s manual, and an illustrated repair parts manual or list.
35. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.
36. Leasing
37. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.