



**State of Oklahoma  
Department of Central Services  
Central Purchasing**

**Amendment of Solicitation**

**Date of Issuance:** August 23, 2012  
**Requisition No.** SW035C

**Solicitation No.** SW035C  
**Amendment No.** 001

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**ISSUED BY and RETURN TO:**

**U.S. Postal Delivery:**

Department of Central Services, Central Purchasing  
P.O. Box 528803  
Oklahoma City, OK 73152-8803  
or

Laura Bybee  
Contracting Officer  
( 405 ) - 522 - 1037  
Phone Number

**Personal or Common Carrier Delivery:**

Department of Central Services, Central Purchasing  
Will Rogers Building  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, OK 73105

laura.bybee@osf.ok.gov  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

- 1. The State of Arkansas is added to the RFP. See the following pages for a revised Section B.19 and Section H.
- 2. There was an incorrect page placement provided in Attachment "G". A revised Attachment "G" is provided.
- 3. An additional Vehicle Model has been added – One Ton Truck. A Specification/Pricing Sheet is provided.
- 4. Answers to Questions submitted are attached.

b. All other terms and conditions remain unchanged.

\_\_\_\_\_  
Supplier Company Name (**PRINT**) Date

\_\_\_\_\_  
Authorized Representative Name (**PRINT**) Title Authorized Representative Signature

## SW035C REVISED SECTIONS

Section B.19 is revised as follows:

### B.19 . **Authorized Representative**

- B.19.** Vendors may offer any brand for which they are an authorized representative, which meets or exceeds the specification. Responses will be accepted based on the laws for each State regarding vehicle purchases. The requirements for each state are listed below.
- B.19.1.** Oklahoma - Only Oklahoma licensed dealers may submit proposals for this contract. Per Oklahoma State Statute, Title 74, Section 564, any person or firm engaged in the sale or distribution of motor vehicles within the State of Oklahoma must possess a current, valid Motor Vehicle Dealer License. **Responders should submit a copy of both their Oklahoma dealer's license and a copy of the Manufacturer's license for each manufacturer they are bidding.**
- B.19.2.** Colorado – Only Colorado licensed dealers may submit proposals for this contract. **Responders should submit a copy of their Colorado dealer's license.**
- B.19.3.** Connecticut – Allows out of State Dealers to sell vehicles.
- B.19.4.** Hawaii – Allows out of State Dealers to sell vehicles.
- B.19.5.** Kentucky – Allows out of State Dealers to sell vehicles.
- B.19.6.** Louisiana – Per Louisiana Statute RS39:2182, only Dealers who possess a Valid Dealers License issued under the Provisions of R.S. 32:1254. Refer to Attachment "C". **Responders should submit a copy of their Louisiana dealer's license.**
- B.19.7.** Maine – Allows out of State Dealers to sell vehicles. Refer to Attachment "D".
- B.19.8.** Minnesota –Allows out of State Dealers to sell vehicles.
- B.19.9.** Mississippi – Only Mississippi licensed dealers may submit proposals for this contract. **Responders should submit a copy of their Mississippi dealer's license.**
- B.19.10.** Montana – Allows out of State Dealers to sell vehicles.
- B.19.11.** Nevada – Only Nevada licensed dealers may submit proposals for this contract. **Responders should submit a copy of their Nevada dealer's license.**
- B.19.12.** New Mexico – Allows out of State Dealers to sell vehicles, but must be serviced in New Mexico.
- B.19.13.** Ohio –Allows out of State Dealers to sell vehicles.
- B.19.14.** Pennsylvania – State may purchase vehicles from Out of State Dealers. **Responders should submit a copy of their Pennsylvania dealer's license.**
- B.19.15.** South Carolina – Allows out of State Dealers to sell vehicles.
- B.19.16.** Texas – Only Texas licensed dealers may submit proposals for this contract. **Responders should submit a copy of their Texas dealer's license.**
- B.19.17.** Utah – Allows out of State Dealers to sell vehicles.
- B.19.18.** Vermont – Allows out of State Dealers to sell vehicles.
- B.19.19.** Virginia - – Only Virginia licensed dealers may submit proposals for this contract. **Responders should submit a copy of their Virginia dealer's license.**
- B.19.20.** West Virginia – Allows out of State Dealers to sell vehicles.
- B.19.21.** Wyoming – Only Wyoming licensed dealers may submit proposals for this contract. Refer to Attachment "I". **Responders should submit a copy of their Wyoming dealer's license.**
- B.19.22.** Arkansas – Only Arkansas licensed dealers may submit proposals for this contract. **Responders should submit a copy of their Arkansas dealer's license.**

## H. PRICE AND COST

### H.1. Vehicle Specification and Pricing Sheets

H.1.1. To be provided by Vehicle on the appropriate attached specification/pricing sheets. Vehicles included in this solicitation are:

- H.1.1.1. Compact Sedan
- H.1.1.2. Mid to Full-Size Sedan
- H.1.1.3. Half-Ton Truck
- H.1.1.4. Three Quarter-Ton Truck
- H.1.1.5. Three Quarter-Ton Cargo Van
- H.1.1.6. One-Ton Cargo Van
- H.1.1.7. Transit Cargo Van
- H.1.1.8. One Ton Truck

### H.2. Historical Purchase Quantity Information

H.2.1. Listed below is historical purchase information and approximate Potential Purchase Information for the vehicles listed above. This information is provided for informational purposes and does not represent all states listed in this solicitation. **Therefore the numbers listed could be more.** As more information becomes available, an amendment will be issued and posted to the DCS Website, [www.dcs.ok.gov](http://www.dcs.ok.gov). **This solicitation does not guarantee any quantities that may or may not be purchased.**

H.2.2. Current Fleet Size by Vehicle Type – Regardless of Type of Fuel Used

- H.2.2.1. Compact Sedan – 10,275
- H.2.2.2. Mid to Full-Size Sedan – 17,200 (9,700 Mid Size, 7,500 Full Size)
- H.2.2.3. Half-Ton Truck – 20,000
- H.2.2.4. Three Quarter-Ton Truck – 6,300
- H.2.2.5. Three Quarter-Ton Cargo Van – 4,500 (Not differentiated between ¾ Ton and 1 Ton)
- H.2.2.6. One-Ton Cargo Van – (Not differentiated between ¾ Ton and 1 Ton)
- H.2.2.7. Transit Cargo Van – No quantity known
- H.2.2.8. One Ton Truck – 2,000

H.2.3. Potential Purchases of NGV's as a result of this Contract. End users have listed potential purchases of NGV's. As listed in Section H.2.1, there is no guarantee that the quantities listed will be purchased.

- H.2.3.1. Compact Sedan – 60
- H.2.3.2. Mid to Full-Size Sedan – 850 (650- Mid Size, 200- Full Size)
- H.2.3.3. Half-Ton Truck – 400
- H.2.3.4. Three Quarter-Ton Truck – 480
- H.2.3.5. Three Quarter-Ton Cargo Van – No quantity known
- H.2.3.6. One-Ton Cargo Van – No quantity known
- H.2.3.7. Transit Cargo Van – No quantity known
- H.2.3.8. One Ton Truck - 110

**STANDARD CONTRACT  
TERMS AND CONDITIONS****1. TERM OF CONTRACT**

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be fixed by the Contracting Officer after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully-executed Contract has been sent to the Contractor. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract.

**2. EXTENSION OF CONTRACT TERM**

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

**3. DEFINITIONS**

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

**4. INDEPENDENT PRIME CONTRACTOR**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

## 5. DELIVERY

**a. Supplies Delivery:** All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

**b. Delivery of Services:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

## 6. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

## 7. WARRANTY

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

## 8. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the contract. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace

them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

#### **9. OWNERSHIP RIGHTS**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

#### **10. ACCEPTANCE**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **11. PRODUCT CONFORMANCE**

The Commonwealth reserves the right to require any and all Contractors to:

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.
- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

#### **12. REJECTED MATERIAL NOT CONSIDERED ABANDONED**

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days

of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

### 13. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

### 14. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

### 15. POST-CONSUMER RECYCLED CONTENT

a. Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at [www.dgs.state.pa.us](http://www.dgs.state.pa.us) on the date of submission of the bid, proposal or contract offer.

b. **Recycled Content Enforcement:** The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

### 16. COMPENSATION

a. **Compensation for Supplies:** The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Contract. All item(s) shall be delivered within the time period(s) specified in the Contract. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

b. **Compensation for Services:** The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

### 17. BILLING REQUIREMENTS

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;

- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

## **18. PAYMENT**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.
- c. The Commonwealth will make contract payments through Automated Clearing House (ACH).
  - 1) Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

- 2) The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 3) It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

## **19. TAXES**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

## **20. ASSIGNMENT OF ANTITRUST CLAIMS**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

## **21. COMMONWEALTH HELD HARMLESS**

a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

## **22. AUDIT PROVISIONS**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a

period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

### **23. DEFAULT**

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 5) Improper delivery;
  - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - 7) Delivery of a defective item;
  - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - 9) Discontinuance of work without approval;
  - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - 11) Insolvency or bankruptcy;
  - 12) Assignment made for the benefit of creditors;
  - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - 14) Failure to protect, to repair, or to make good any damage or injury to property;
  - 15) Breach of any provision of the Contract;
  - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
  - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

#### **24. FORCE MAJEURE**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

#### **25. TERMINATION PROVISIONS**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under Subparagraph a.

## 26. **CONTRACT CONTROVERSIES**

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

## 27. **ASSIGNABILITY AND SUBCONTRACTING**

- a. Subject to the terms and conditions of this Paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

## **28. OTHER CONTRACTORS**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

## **29. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- c. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### 30. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- c. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65*

*Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.*

- d. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- e. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- f. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- g. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- i. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - 1. Approved in writing by the Commonwealth prior to its disclosure; or
  - 2. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - 3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - 4. Necessary for purposes of Contractor's internal assessment and review; or
  - 5. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - 6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
  - 7. Otherwise required by law.

- j. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
1. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
    - (a) obtaining;
    - (b) attempting to obtain; or
    - (c) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

3. Violation of federal or state antitrust statutes.
4. Violation of any federal or state law regulating campaign contributions.
5. Violation of any federal or state environmental law.
6. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
7. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
8. Violation of any federal or state law prohibiting discrimination in employment.
9. Debarment by any agency or department of the federal government or by any other state.
10. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- k. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
2. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- l. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- m. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- n. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- o. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- p. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Subparagraph.
  1. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to

- maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
2. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  3. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  4. "Financial interest" means:
    - (a) Ownership of more than a five percent interest in any business; or
    - (b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  5. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the *4 Pa. Code §7.153(b)*, shall apply.
  6. "Immediate family" means a spouse and any unemancipated child.
  7. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
  8. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

### 31. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

**32. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

**33. HAZARDOUS SUBSTANCES**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
  - 1) Hazardous substances:
    - a) The chemical name or common name,
    - b) A hazard warning, and
    - c) The name, address, and telephone number of the manufacturer.
  - 2) Hazardous mixtures:
    - a) The common name, but if none exists, then the trade name,
    - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
    - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
    - d) A hazard warning, and
    - e) The name, address, and telephone number of the manufacturer.
  - 3) Single chemicals:
    - a) The chemical name or the common name,
    - b) A hazard warning, if appropriate, and
    - c) The name, address, and telephone number of the manufacturer.
  - 4) Chemical Mixtures:
    - a) The common name, but if none exists, then the trade name,
    - b) A hazard warning, if appropriate,
    - c) The name, address, and telephone number of the manufacturer, and
    - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

#### **34. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **35. APPLICABLE LAW**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

#### **36. INTEGRATION**

This Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

### **37. ORDER OF PRECEDENCE**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

### **38. CONTROLLING TERMS AND CONDITIONS**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

### **39. CHANGES**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the Contract Controversies Provision.

### **40. BACKGROUND CHECKS**

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **41. CONFIDENTIALITY**

- a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.
- b. The obligations stated in this Section do not apply to information:
  - (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
  - (2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - (5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.
- c. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

#### **42. NOTICE**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a

recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

**43. RIGHT TO KNOW LAW**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.



**COMMONWEALTH OF PENNSYLVANIA**  
**PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)**

**General Requirements for Delivery of Vehicles**

(This item description supersedes PCID 1067, effective July 21, 2008)

PCID NO. 1067

Eff. 4/12/11

The following delivery requirements shall apply to the vehicle as specified by the ordering agency. These requirements are in addition to, but not limited to, the vehicle specification provided as part of the solicitation document. Unless otherwise noted on the request for proposals or invitation for bids, deliveries shall be made to the Department of General Services (DGS), Commonwealth Garage, 22<sup>nd</sup> and Forster Streets, Harrisburg, Pennsylvania, phone (717) 787-4252.

NOTE: Deliveries for the Department of Transportation (PennDOT) shall be made to the PennDOT Equipment Division, headquartered in Harrisburg, Pennsylvania, phone (717) 787-2123. Deliveries for the Pennsylvania State Police (PSP) shall be made to the PSP Transportation Division headquartered in Harrisburg, Pennsylvania, phone (717) 787-1318.

#### 1.0 GENERAL REQUIREMENTS SECTION

1.1 The vehicle Manufacturer's model name and/or model number shall be indicated on a decal affixed inside the door.

1.2 Standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated in the proposal.

1.3 Tire size and type shall be original equipment brand or as indicated in the proposal or specification sheet. Tire inflation monitors shall be supplied as required by Federal Motor Vehicle Safety Standard (FMVSS) 138.

1.4 All vehicles shall be new and of the model year indicated in the proposal.

1.5 All vehicles shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the supplier.

1.6 All vehicles shall have a valid PA state inspection sticker and a valid PA emissions inspections sticker (for all vehicles subject to the PA I/M Program). NOTE: New or current model year vehicles with less than 5,000 miles, subject to the PA I/M program, must display a valid PA emissions inspection sticker with an exemption indicator. All Pennsylvania state inspection requirements are the sole responsibility of the supplier.

1.7 All vehicles shall have completed the manufacturers' recommended pre-delivery service.

1.8 All vehicles shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical components fully functional and operational, and the vehicle will be "road ready" for immediate use.

**NOTE:** Supplier shall not remove the manufacturer's MSRP (Monroney) sticker and/or dealer sticker price prior to delivery. Stickers should be affixed to an interior surface of the vehicle window and legible from outside of the vehicle. Stickers shall be easily removable without any permanent marking left on the glass. Incomplete chassis shall have the sticker included loose with the delivery documents.

1.9 All vehicles shall have appropriately placed decals or manuals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir in accordance with the manufacturer's recommendation.

## Vehicle Delivery Requirements

PCID NO. 1067

1.10 All vehicles shall have permanent antifreeze in each vehicle to protect it at a level of -35°F.

1.11 All vehicles shall be free from all dealer signs/emblems.

1.12 All vehicles shall have all required rust proofing applied to the exterior and underside of the vehicle. No rustproofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.

1.13 All vehicles shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons.

1.14 Each vehicle shall include the proper forms to apply for Pennsylvania title and license including the original manufacturer's Statement of Origin signed by the dealer/supplier and notarized. All title papers shall be properly executed and include PennDOT Form MV-1, Application for Title, which shall indicate the owner name and address as follows: **Pennsylvania Department of General Services, 2221 Forster Street, Harrisburg, Pa 17125.\***

\*VEHICLES DELIVERED TO PA DEPT OF TRANSPORTATION SHALL BE TITLED ACCORDINGLY.

1.15 At the time of vehicle delivery, the successful supplier shall furnish an original and three copies of the invoice which shall include the key number, vehicle color and Commonwealth purchase order number, contract number (if applicable) and indicate ordering agency. To ensure prompt payment the dollar amount of the supplier's invoice must match the purchase order amount.

1.16 The successful supplier shall comply with the manufacturer's warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.

1.17 The successful supplier shall submit at least two (2) copies of all service/technical bulletins, recall notices, etc. to the Director, Bureau of Vehicle Management, Department of General Services, 2221 Forster Street, Harrisburg, Pennsylvania 17125. These documents shall be submitted on a continual basis to keep the Bureau of Vehicle Management informed regarding improvements, changes and/or problems concerning Commonwealth owned vehicles and their component parts.

1.18 The Department of General Services, Bureau of Vehicle Management, will inspect all vehicles prior to acceptance. It will be the responsibility of the supplier to remove any vehicle rejected by the Bureau of Vehicle Management within two (2) working days after notification, and return the vehicle to the Commonwealth Garage upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the Commonwealth, not the date of delivery.

1.19 The Commonwealth disclaims any liability for damage to vehicles not unconditionally accepted by the Commonwealth.

1.20 Unless otherwise indicated, all items requested in this specification which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative. Vehicles delivered to the Commonwealth in a condition considered to be below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.

1.21 Trucks with snow plows being delivered to the Commonwealth Garage for inspection, are required to have the snow plow stored in the truck bed. Failure to do so will show cause for rejection of inspection.

1.22 All vehicle deliveries shall be coordinated through the DGS Bureau of Vehicle Management. Suppliers shall call (717) 787-4252 for delivery schedule at least 48 hours in advance. When vehicles are purchased by Pennsylvania State Police, the successful supplier shall call (717) 787-1318 (PSP). When vehicles are purchased by Pennsylvania

## Vehicle Delivery Requirements

PCID NO. 1067

Department of Transportation, the successful supplier shall call (717) 787-2123 (PennDOT) for information regarding invoicing and delivery.

1.23 Vehicle Delivery: Mileage limitations are placed upon vehicles delivered in accordance to these requirements as indicated below. If the mileage upon delivery exceeds these limits, a credit of \$5.00 per mile will be applied against the awarded supplier's purchase order as damages and deducted at time of payment. If the awarded supplier uses a towing device to tow another vehicle to the Commonwealth Garage for delivery, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper damage caused by a towing device will be replaced by the awarded supplier at no charge to the Commonwealth. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.

1.23.1 Class 1 to 3 factory completed vehicles: mileage displayed on the vehicle odometer shall not exceed 400 miles.

1.23.2 Class 2 to 5, factory incomplete vehicle: mileage displayed on the vehicle odometer upon delivery with final stage manufacturer certification shall not exceed 1,000 miles.

1.24 Pennsylvania Clean Vehicles Program Requirement: Supplier is responsible to ensure that all supplied vehicles are compliant with all applicable Title 25 requirements (25 Pa. Code, Chapter 126, Subchapters D or E). This compliance shall be evidenced on the manufacturer's certificate of origin (MCO), or, alternatively, by submission of a completed MV-9. If supplied vehicles are not compliant, they can not be titled in Pennsylvania and the delivering supplier shall be responsible to pick up and return the vehicle by replacing it with a California or "50-state" emissions certified vehicle that is compliant with all Title 25 requirements

## 2.0 REQUIRED EQUIPMENT SECTION

The following items shall be supplied on all vehicles as **Minimum** required equipment, unless otherwise superceded in the request for proposals or invitation for bids.

2.1 Lug wrench on all trucks and jacks on trucks up to and including 10,000 lbs. GVWR.

2.2 Air conditioning integral with the heater and defrosters.

2.3 Dual electric intermittent windshield wipers.

2.4 The rustproofing shall be factory or locally applied in compliance with Federal Standard 297A. Warranty coupon for five (5) years, at no cost to the Commonwealth, shall be furnished with each vehicle\*.

\* NOT APPLICABLE IF THE VEHICLE FURNISHED IS FACTORY WARRANTED AGAINST CORROSION FOR NOT LESS THAN 5 YEARS AT NO COST TO THE COMMONWEALTH OF PENNSYLVANIA. WARRANTY INDICATING COMPLIANCE IS REQUIRED WITH EACH VEHICLE.

2.5 Emergency warning triangle kit (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.6 First aid kit, 10 person with mountable cabinet (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.7 Fire extinguisher, rechargeable, with vehicle mount, reference 2A:10B:C, 5 pound (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.8 Powerport.

2.9 Unless otherwise indicated on the purchase order, each vehicle shall be equipped with front and rear license plate holders with a minimum two license plate screws installed.

2.10 Back-up alarm on all vehicles with GVWR of 10,000 lbs. or higher.

## Vehicle Delivery Requirements

**PCID NO. 1067**

2.11 If a flexible fuel or an alternate fuel option is offered by the manufacturer, it shall be provided at no additional charge.

3.0 MATERIAL MASTERS: No Material Masters established for this delivery PCID.

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Manager: Del Border



**COMMONWEALTH OF PENNSYLVANIA**  
*PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)*

**GENERAL REQUIREMENTS FOR BIDDING PennDOT VEHICLES/EQUIPMENT**

(This item description supersedes PCID No. 1075 eff. 3/9/11)

PCID NO. 1075  
 Eff. 12/7/11

These General Requirements shall apply to all on-road and off-road vehicles, highway equipment, agricultural equipment and construction equipment, procured for use by the Department of Transportation, Commonwealth of Pennsylvania (PennDOT). These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

**A. STANDARDS, CODES, RULES, REGULATIONS:**

1. Each vehicle or unit of equipment shall conform to any and all requirements contained in the Pennsylvania Motor Vehicle Code.
2. Each vehicle or unit of equipment shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards, and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.
3. Each vehicle or unit of equipment shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:

American Institute of Steel Construction (AISC)  
 American National Standards Institute (ANSI)  
 American Society of Mechanical Engineers (ASME)  
 American Society for Testing and Materials (ASTM)  
 American Trucking Association (ATA)  
 American Welding Society (AWS)  
 American Wood-Preservers Association (AWPA)  
 Battery Council International (BCI)  
 British Standards Institute (BSI): Limits and Fits  
 Compressed Air and Gas Institute (CAGI)  
 Industrial Fastener Institute (IFI)  
 International Standards Organization (ISO)  
 Joint Industrial Council (JIC)  
 National Fire Protection Association (NFPA)  
 National Truck and Equipment Association (NTEA)  
 Power Crane and Shovel Association (PSCA)  
 Society of Automotive Engineers (SAE)  
 Society of Manufacturing Engineers (SME)  
 Steel Structure Painting Council (SSPC)  
 Tire and Rim Association (TRA)

**B. COMPONENTS, PARTS AND ACCESSORIES:**

1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.
2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.
5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
6. Vehicles shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.
7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure. This is not applicable to construction type equipment.

**C SITE VISITS:**

Prior to submission of its bid, a bidder may contact PennDOT and schedule a site visit to inspect vehicles/equipment (as available) in PennDOT's current inventory in order to further clarify any drawings, pictures and specifications. Units may be available in the field for bidders to inspect at one or more of PennDOT's Maintenance Districts, but the Commonwealth makes no guarantee that any particular vehicle/equipment shall be located at a site convenient to the bidder's place of business. The site visit must be scheduled with the Equipment Division by calling (717) 783-2371. It is the bidder's responsibility to complete the site visit in time to submit a bid. All travel will be at the bidder's expense.

**D. ON BOARD VEHICLE/EQUIPMENT REQUIREMENTS:**

1. Each vehicle and unit of equipment shall include the proper forms to apply for a Pennsylvania title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. A detailed invoice listing all equipment, PO number, VIN numbers and price. All title papers shall be properly prepared and executed. The application for title, Form MV-1 shall indicate the name and address exactly as follows: Pa. Dept. of Transportation, Equipment Division, 17<sup>th</sup> Street and Arsenal Blvd., Harrisburg, PA 17120 (ATTN: Specifications Unit).
2. Trucks and trailers shall be certified to meet or exceed requirements to obtain a Pennsylvania license. For medium and heavy-duty trucks and vans, the GVWR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
3. Vehicles designated for on-road/off-road use shall meet the following requirements:
  - a. Shall have a valid Pennsylvania state inspection sticker, if applicable.
  - b. Shall have completed the manufacturers' recommended pre-delivery service.
  - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door, if applicable.

- d. Shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be “work ready” for immediate use.
- e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid’s reservoir that is required by the vehicle.
- f. Shall have permanent antifreeze in each vehicle to protect it at a level of -35°F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.
- g. Shall be free from all dealer signs/emblems.
- h. Hydraulic systems shall be compatible with Universal Tractor Fluid (UTF).
- i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons as in accordance with section E (GENERAL WARRANTY REQUIREMENTS) as listed below.
- j. Shall have each vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.

The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the Commonwealth accepts the completed unit which complies with the written specifications.

**All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.**

**E. GENERAL WARRANTY REQUIREMENTS**

The following warranty requirements are considered minimum unless otherwise stated in the invitation for bids. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement, **without deductibles** during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty. All warranty policies shall be from the OEM and repairs shall be made at any authorized OEM warranty repair facility. Multiple repair facilities shall be located regionally around the State to support warrantable repairs.

- 1. A. CONSTRUCTION EQUIPMENT: The construction and agricultural equipment manufacturer's service and warranty program for full machine (“bumper to bumper”) shall be for a minimum of two (2) years or two thousand (2,000) hours whichever first occurs.
- 1. B. CONSTRUCTION EQUIPMENT: The construction and agricultural equipment manufacturer's service and warranty program for full machine (“bumper to bumper”) shall be for a minimum of one (1) year.
- 2. A. LIGHT DUTY TRUCKS & VANS (up to 19,500# GVWR):

The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000 miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty. The vehicle shall be certified as having a capacity of towing 5,000 pounds minimum without voiding the warranty.

2. B. MEDIUM DUTY/HEAVY DUTY CAB & CHASSIS (19,501# GVWR or higher):

The chassis manufacturer's service and warranty program shall be for one (1) year or 12,000 miles (whichever first occurs).

3. ADDITIONAL SPECIFIC WARRANTY ITEMS (Applies to light, medium and heavy duty trucks only)

a. RUST PROOFING WARRANTY

Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty.

b. FRAME RAILS AND CROSSMEMBERS (Chassis)

For medium/heavy duty trucks, frame rails and cross members are warranted for five (5) full years with no mileage or hourly limitations. This warranty covers both parts and labor for the full warranty period. For light duty trucks and vans, the manufacturer's standard frame rail and crossmember warranty is acceptable.

c. FLAT BED WARRANTY

A vehicle's flat bed shall be warranted for three (3) years. This warranty covers both parts and labor for the full warranty period. A decal will be placed on the inside driver's door stating the warranty's terms and the name, address and telephone number of the contact person to initiate warranty claim services.

d. SERVICE/UTILITY BODY AND ASSOCIATED COMPONENTS WARRANTY

Fiberglass bodies shall be warranted for five (5) years to include color fading. Steel service and utility bodies shall be warranted for five (5) years against defects and corrosion, including rust through or perforation from within. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty. Associated components such as cranes, air compressors, and snowplows shall be covered by manufacturer's standard warranty. Manufacturer's standard warranty shall be provided in written or electronic form.

e. ENGINE AND TRANSMISSION WARRANTY

The engines for all Heavy/Medium Duty equipment/vehicles will be warranted for parts and labor for five (5) years or 150,000 miles (whichever first occurs). The engine warranty will include all items named or included within the valve covers, cylinder heads, block and oil pan. The transmission (automatic/manual) will be fully covered by the warranty and service program for five (5) years and will not be limited by mileage or hours. For light duty trucks and vans, the manufacturer's standard frame engine and transmission warranty is acceptable. Electronic fuel delivery components, electronic control modules and emission control components shall be covered for five (5) years or 100,000 miles whichever first occurs. After treatment Device/DPF shall be warranted for minimum 5 years or 100,000 miles. In addition to the engine warranty, the engine block shall be warranted against external perforation from corrosion for 10 years, 100% parts and labor.

f. WARRANTY CARD PROCEDURES

The successful bidder shall complete the warranty card except for the warranty start date. The PennDOT Equipment Division shall inform the successful bidder of the following: model number of vehicle; serial number of vehicle, equipment number, and location assigned; date released to

the counties. The warranty start-up date shall be the date of acceptance by the Department, not the date of delivery to the Department.

**F. PILOT MODEL:**

PennDOT reserves the right to require the successful bidder to make mutually agreeable arrangements to deliver a “pilot model” for initial inspection. Pilot models(s) shall be delivered to the Department of Transportation, 17<sup>th</sup> St., & Arsenal Blvd., Harrisburg, PA 17120 for inspection, testing and approval. The remaining units shall not be delivered for inspection, testing and approval until after the pilot model has been accepted by PennDOT. The remaining units shall fully meet the requirements of the specifications and must be indistinguishable from the approved pilot model. Presentation of a pilot model will not be required if the quantity is only one (1) unit. The pilot model must meet all the mechanical requirements of the specifications. PennDOT may field test the equipment to determine if it meets the performance requirements of the specifications. Performance testing results will normally be completed within two (2) weeks of date of delivery. There are administrative items that are required to be presented at the pilot model inspection. It is imperative that all of these items be presented at this time so they are ready for shipment, when the balance of the units are delivered. PennDOT may withhold payment, where deemed necessary, pending receipt of these items. PennDOT disclaims any liability for damage to equipment that has not been unconditionally accepted by the PennDOT.

**G. DELIVERY:**

Time is of the essence. All units must be delivered within the number of days, specified in the invitation for bids, after receipt of the purchase order by the successful bidder. It shall be assumed by the parties that the successful bidder received the purchase order on the third business day following the date of the purchase order, unless the successful bidder provides credible evidence that the order was received on a later date. Bidders must specify delivery time in their bid. Phrases such as “as required”, “as soon as possible”, or “prompt” have no meaning and may be cause for rejection of the bid. The successful bidder shall deliver **the completed unit(s) at ground level (stacked loads are unacceptable)** to the Equipment Division, 17<sup>th</sup> Street and Arsenal Blvd. Harrisburg, PA 17120. All deliveries shall be made on a working day between 7:00 AM and 2:30 PM. There is a loading dock at this location; however, any additional unloading cost shall be borne by the successful bidder. The terms of delivery are also controlled by other provisions in the invitation for bids.

The successful bidder shall submit to the PennDOT “on a continuing basis”, all service bulletins and technical letters as regularly issued by a manufacturer to dealers or large fleets. All the relevant information shall be supplied for the unit(s) forwarded to the Commonwealth to inform PennDOT of any improvements, changes and/or problems concerning the unit and its component parts. This information shall be addressed to the Pennsylvania Department of Transportation, Equipment Division, 17<sup>th</sup> St. & Arsenal Blvd., Harrisburg, PA 17120, ATTN: Specification Unit Chief, Equipment Division. PennDOT reserves the right to have its representative(s) periodically inspect each unit during assembly at the successful bidder’s assembly point.

**H. PROCEDURE FOR IMPLEMENTING REPAIRS:**

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Commonwealth. A copy of the successful bidder's work orders shall be supplied to the PennDOT County Equipment Manager and District Equipment Manager. Repairs assigned to the successful bidder can be performed at the successful bidder’s place of business, at his duly authorized representative’s place of business and, whenever possible, at the county maintenance facility or field locations. If services are to be performed at PennDOT’s county maintenance facilities or in the field, the successful bidder must provide proof of insurance as stated in the contract attachments. County Equipment Managers shall notify the successful bidder or his duly authorized service representatives that the vehicle/equipment is down for component repairs and follow PennDOT standard procedure for handling warranty problems in accordance with the benefits of this warranty. At this time of notification, the location of repair is to be mutually agreed upon based on the most timely and cost effective basis to the Department. All work orders against the warranted repair shall be kept in PennDOT’s Equipment History File at the county maintenance facility.

When repairs are to be performed at the successful bidder’s place of business or his duly authorized representative’s place of business, transportation of the vehicle/equipment within the Commonwealth of Pennsylvania shall be made by PennDOT. If determined by PennDOT that repairs cannot be handled within the Commonwealth, then transportation to and from the Commonwealth of Pennsylvania shall be the responsibility of the successful bidder.

If mileage costs will be charged to the Department for the diagnosis or repair of a warrantable item, an estimate of these costs shall be given to the County Equipment Manager prior to the repair agreement.

**I. LUBRICATION AND COMPONENT INFORMATION:**

The successful bidder shall provide lubrication and component information (as applicable) upon request by PennDOT. This information may be provided by copying and completing the sample forms attached to this document, or may be presented on forms prepared by the successful bidder and/or manufacturer. (see attached sample forms – 4 pages).

**J. SUCCESSFUL BIDDER'S RIGHTS:**

The successful bidder shall have the right to make periodic inspections to ascertain that the maintenance techniques and/or repair procedures are being administered in accordance with the guidelines set forth in this document. Preventive maintenance shall be performed by PennDOT in accordance with the component manufacturer's recommended procedures, or as modified during the contract through supplements. All internal parts of the components shall be the repair responsibility of the successful bidder, except maintenance adjustments.

**K. MATERIAL MASTERS: No Material Masters established for this delivery PCID.**

**APPROVALS:**

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Manager: Janice Pistor

**Sample Forms (Instruction Sheet)**

**The Following Documents Shall Be Completed And Emailed / Shipped To**

Email: Contact the Automotive Equipment Specialist @ The Equipment Division @ 717-705-2124 (This is an Excel Spread Sheet, a Work Copy will be Emailed to You)

**Mail: Equipment Division  
17<sup>th</sup> & Arsenal Blvd.  
Harrisburg, Pa. 17120  
Attn: Specifications Division**

Note: These Forms Must Be Delivered to The Equipment Division With The Pilot Model!

**Instructions To Vendor For Completing The Attached Form  
(We Would Prefer Having This Completed Electronically)**

Electronic:

- 1. Obtain Work Copy By Calling 717-705-2124**
- 2. All Sections Are to be Filled Out**
- 3. Insert N/A in All Sections That Do Not Apply, Do Not Leave any Sections Blank**
- 4. Manufacturer, Model No. And Part No. Should Reflect The Actual Component Manufacturer**
- 5. Warranty Section Should Reflect The Coverage, The Vendor And/Or Equipment (Truck) Manufacturer Will Supply, Not The Component Manufacturer.**

Paper:

- 1. Same As Above, but Type or Print All Information**

# LUBE AND COMPONENT SHEET

Equipment # Series		Effective Date						
PO Number		Unit Warranty Period						
Year		Engine Manufacturer						
Make		Engine Model						
Model								
VIN Number								
Vendor		Trans. Manufacturer						
Contact Person		Trans. Model						
Contact Phone Num.		Body Manufacturer						
		Body Number						
<b>Oils &amp; Lubes</b>		<b>Filters</b>	<b>Qty. of Filters</b>	<b>Part Number</b>	<b>Com. Code 2810-</b>	<b>Make</b>	<b>Change Interval</b>	<b>Filters Stocked</b>
Engine Oil		Engine Oil Filter						
		Engine Oil Filter Secondary						
Transmission Oil		Transmission Filter						
		Aux. Trans. Filter						
Fuel		Fuel Filter Primary						
		Fuel Filter Secondary						
Rear Axle / Axles								
Steering Oil		Steering Filter						

Hydraulic Oil		Hydraulic Filter Suction						
		Hydraulic Filter Return						
Coolant		Coolant Filter						
Transfer Case								
Front Axle		Air Filter Primary						
Brake Fluid		Air Filter Secondary						
		Air Compressor Filter						
Description	Manufacturer	Model Number	Part Number				Warranty	
Air Compressor								
Air Dryer								
Alternator								
Auto Slack Adjuster								
Auto Lube System								
Axle Front								
Axle Rear								
Battery								
Belt Air Compressor								
Belt Alternator								
Belt Fan								
Belt Power Steering								
Brake Chamber (FRT)								
Brake								

<b>Chamber (REAR)</b>				
<b>Brake Lining (FRT)</b>				
<b>Brake Lining (REAR)</b>				
<b>Clutch Assembly</b>				
<b>Differential</b>				
<b>Dump Body</b>				
<b>Electronic Joysticks</b>				
<b>Engine (AUX)</b>				
<b>Engine (MAIN)</b>				
<b>Fan</b>				
<b>GL 400</b>				
<b>GL 400 Wiring</b>				
<b>Grote Wiring Harness</b>				
<b>Hoist Cylinder</b>				
<b>Hydraulic Pump - Main</b>				
<b>Pump, Fuel</b>				
<b>Pump, Hydraulic Aux.</b>				
<b>Pump, Steering</b>				
<b>Pump, Water</b>				
<b>Radiator</b>				
<b>Rexroth Valve</b>				
<b>Starter</b>				
<b>Steering Gear</b>				
<b>Suspension System</b>				

<b>Tank Fuel Capacity</b>				
<b>Tire Size Front LR</b>				
<b>Tire Size Rear LR</b>				
<b>Transaxle</b>				
<b>Transfer Case</b>				
<b>Transmission</b>				
<b>Wing Plow</b>				

## **ADDITIONAL TERMS & CONDITIONS**

### **Motor Vehicles to be manufactured in North America:**

All motor vehicles furnished by the Contractor pursuant to the Contract must be manufactured in North America. North America is defined as the United States, Canada, and Mexico. A motor vehicle is manufactured in North America if a substantial majority of the principal components are assembled into the final products in an assembly plant in North America. The Contractor shall be prepared to prove that the motor vehicles that will be, or have been, furnished to the Commonwealth will be or are, in fact, manufactured in North America in accordance with Sections 3731-3736 of the Commonwealth Procurement Code (62 Pa. C.S. Sections 3731-3736), known as the Motor Vehicle Procurement Act. No payment shall be made to the Contractor unless the Commonwealth is satisfied that the Contractor has complied with these provisions and the Motor Vehicle Procurement Act. Any payments made to the Contractor, which should not have been made, shall be recoverable directly from the Contractor. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Motor Vehicle Procurement Act may be prohibited by any public agency from participation in Contracts awarded by the public agency for a period of five years from the date of determination that a violation has occurred.

### **Optional Equipment Pricing:**

Desired optional equipment shall be priced at the published invoice price found on Kelly Blue Book at [www.kbb.com](http://www.kbb.com). The accepted invoice price shall be set the day the CWOPA or the Local Public Procurement Unit accesses the Kelly Blue Book website; purchase order preparation date. Suppliers will verify the invoice pricing for options. The awarded supplier is obligated to honor the price of the optional equipment for ten (10) days after the preparation date of the purchase order. The awarded supplier shall verify that the contract and option pricing is correct prior to issuing an acknowledgement of order.

### **Acknowledgement of Order:**

The awarded supplier must acknowledge receipt of an order within ten (10) calendar days from the day the purchase order is issued to the supplier. In order to ensure timely delivery, Commonwealth Agencies and participating local public procurement units should follow up on orders if a written acknowledgement is not received within ten (10) calendar days.

### **Manufacturer's Price Reduction:**

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

## **ADDITIONAL TERMS & CONDITIONS**

### **License Required**

It is unlawful for any individual, corporation, partnership, association or other entity foreign or domestic to engage in the business of salesperson, broker, dealer, manufacturer, factory branch, distributor, distributor branch, factory or distributor representative or wholesaler within COMMONWEALTH unless he has secured a license as required by Act No. 84 of 1983, known as the Board of Vehicles Act. Before a Contract is awarded to any bidder and before a bidder sells COMMONWEALTH any vehicle covered by this requisition, he must hold or secure an appropriate license issued by the State Board of Vehicle Manufacturers, Dealers and Salespersons. Information and/or an application in regard to the license requirement can be obtained from:

Department of State  
Bureau of Professional and Occupational Affairs  
State Board of Motor Vehicle Manufacturers, Dealers and Salesmen  
P.O. Box 2649  
Harrisburg , PA 17105-2649

Out-Of-State Dealers are not required to secure a license under Act No. 84 of 1983, and therefore, do not need to comply with this "License Required" Section. If you are a PA Dealer, please submit your license number with your proposal.

### **Authorized Dealer/Franchiser**

In order to be eligible for award, an offeror must be an Authorized/Franchised dealer representing the manufacturer of Vehicles offered to the Commonwealth.

Category #25101507

Item # 100009336  
 NGV - 1 Ton Truck - 4  
 Wheel Drive

Dealer Name: \_\_\_\_\_

Make Bidding: \_\_\_\_\_

Model Bidding: \_\_\_\_\_

Model Code: \_\_\_\_\_

Body & Chassis	Minimum Req.	Enter Vehicle Specifications and Manufacturer Option Codes
Gross Vehicle Weight Rating	9000 # GVW Dual Rear Wheels	
Wheelbase/CA	56 CA	
Bed	8 Ft. Bed	
<b>Engine</b>		
Engine Type ( Cylinder/Liter)	8 Cyl/ 5.7 Liter or Greater - List	
Engine Type	Dedicated/Bi-Fuel - List Type	
<b>Transmission</b>		
Automatic	Automatic/List Type	
Skid Plates	List what the Plates Protect	
<b>Drive Axle</b>		
Primary Drive Axle	Rear Wheel Drive	
Differential Type/Ratio	Reg. / List Ratio	
<b>Electrical</b>		
Alternator/Min (amps)	Mfg. Std. List Size	
Battery min. (CCA)	Mfg. Std. List Size	
<b>Fuel</b>		
Fuel Capacity min (GGE/Gallons)	Mfg. Std. List Amount in GGE/Gallons	
<b>Exterior</b>		
Paint	One Color Paint	
Trailer Mirrors	Manual Telescoping Trailer Mirrors	
<b>Doors &amp; Windows</b>		
Doors	4 Doors	
Door Locks	Power Locks, Keyless Entry	
Windows	Power Windows	
<b>Floor</b>		
Floor Covering	Vinyl/Rubber	
<b>Interior</b>		
Air Conditioning	Front AC Req.	
Radio	AM/FM	
Tilt & Cruise	Tilt Wheel & Cruise Control	
<b>Seats</b>		
Seating Capacity min.	5 Passenger	
Seats	Cloth Bench Seat	
Rear Seat	Cloth Bench Seat	
<b>Safety</b>		
Brakes	4 Wheel Antilock/ List Disc/Drums	
Restraint System All Pass	Req.	
Air Bags Both Sides	Req.	
<b>Tires &amp; Wheels</b>		
Tires & Wheels	Mfg. Std. List Size	
Spare	Full Size Spare	
<b>Warranty</b>		
Bumper to Bumper Warranty	List Warranty	
Drive Train Warranty	List Warranty	
	<b>BASE PRICE - REGULAR CAB:</b>	
	<b>BASE PRICE - EXTENDED CAB:</b>	
	<b>BASE PRICE - CREW CAB:</b>	

Category #25101507  
 Item # 1000009336  
 NGV - 1 Ton Truck - 4  
 Wheel Drive

Dealer Name: \_\_\_\_\_

Make Bidding: \_\_\_\_\_

Model Bidding: \_\_\_\_\_

Model Code: \_\_\_\_\_

Body & Chassis		Mfg Codes / Notes	Cost
Bed	Decrease to 6.5 ft		
Bed Delete	Delete Bed		
Rear Wheels	Add Single Rear Wheels		
<b>Transmission</b>			
Transmission	Add 5 Speed Manual Trans.		
Transmission	Delete 4WD		
PTO	Add PTO Provision		
Electronic Shift	Add Electronic Shift for 4WD		
<b>Drive Axle</b>			
Differential Type/Ratio	Add Limited Slip/Locking Diff		
Ratio	Optional Rear Ratio List		
<b>Electrical</b>			
Alternator	Larger Alternator List Amps		
Dual Alternator	Add Dual Alternator List Amps		
Battery	Add Dual Batteries		
Power	Add 12 Volt Power Supply to Cab		
Lights	Add Daytime Running Lights		
Lights	Disable Daytime Running Lights		
Block Heater	Add Block Heater		
<b>Exterior</b>			
Side Steps	Black		
Side Steps	Chrome		
Trailer Mirrors	Delete Manual Telescoping Trailer Mirrors		
Front Bumper	Add Chrome Front Bumper		
Rear Bumper	Add Chrome Rear Bumper		
Custom Paint Color	Chrome Yellow (Per FAA Guidelines)		
Custom Paint Color	Manufacturer's Standard Safety or School Bus Yellow		
<b>Doors &amp; Windows</b>			
Door Locks & Windows	Delete Power Door Locks/Windows		
Locks	Delete Keyless Entry		
Locks	Add Burglar Alarm		
Keys	Cost of Additional Keys		
Tinted Windows	Add Deep Tinted Glass		
Mirrors	Add Power Mirrors		
<b>Floor</b>			
Floor Covering	Carpet with Floor Mats		
Mats	HD Floor Mats/ Husky Type Front Only - Available only when ordered with carpet		
<b>Interior</b>			
Air Conditioning	Delete AC		
Radio	Add AM/FM CD		
Upgrade	Upgrade to next Model Level		
<b>Seats</b>			
Seat	Delete Cloth		
Bucket Seats	Add Bucket Seats with Console		
<b>Tires &amp; Wheels</b>			
Tires & Wheels	All Terrain Tires		
Wheels	Add Chrome/Aluminium		
Spare Tire Lock	Add Factory Spare Tire Lock		
<b>Towing</b>			
Hitch	Add Hitch Wiring, Receiver		
Electric Brake Controller	Add Electric Brake Controller		
Hooks	Add Front Tow Hooks		
Upfitter Switches	Add Factory Upfitter Switches		
<b>Delivery</b>			
Delivery Cost	Price to Deliver Truck more than 150 miles		
<b>Other</b>			
Options not listed	Discount off MSRP for options not listed		

## SW035C QUESTIONS AND ANSWERS

Q1. I was curious to understand what the numbers in section H.2.3 represent. Are they the total number of vehicles that will be purchased under the contract? Are they the total number of vehicles in year 1 of the contract? Is it just the demand for Oklahoma?

A1. The numbers represented in H.2.3 are the potential vehicles that would be purchased by the listed states in the first year of the contract.

Q2. I was wondering if the Commonwealth permitted Indiana-domiciled fleet dealers the opportunity to work within the multi-state parameters, or if it is your desire to attain a KY-based dealer for your CNG AFV procurement needs.

Our dealership represents Ford's QVM conversion OEM's, and our close geographic proximity would allow for us to serve your State's and local agencies' service needs. We understand that many Ford dealerships are not geared to handle alternative fuel vehicles like those described in the solicitation, and we would actively seek to provide personalized service for warranty concerns.

A2. As listed in Section B.19.1.5, Kentucky does accept vehicles from out of state dealers.

Q3. Would an electric vehicle with a CNG range extender qualify for this solicitation?

A3. No

Q4. Requesting clarification regarding the term "OEM" as appears on page 14 of the solicitation for SW035C, C.4.1. (OEM Natural Gas Vehicles (NGV's)). This term also appears on the first page of the Memorandum of Understanding bearing the signatures of Mary Fallin, governor, State of Oklahoma and John Hickenlooper, governor, State of Colorado, "... functional and affordable original equipment manufacturer (OEM) fleet natural gas vehicle ...". Is the definition of the term "OEM" to mean that NGV vehicles must be built and warranted by the same manufacturer, IE: General Motors sells a 2500 series CNG Express that has one singular factory invoice and is warranted 100% by General Motors vs. a NGV vehicle assembled by another manufacturer that has a factory vehicle invoice plus an additional document and warranty that is provided by a secondary company that separately installs and warranties their CNG specific equipment to the vehicle manufactured by the factory vehicle?

A4. For the purpose of this RFP, OEM is defined by Manufacturer as follows:

Chrysler, General Motors, Honda - Vehicles are manufactured on the manufacturer's assembly line including installation of the CNG Components and then delivered to the awarded Dealer through traditional delivery methods.

Ford - Vehicles are manufactured on the manufacturer's assembly line and then transferred to an Authorized QVM CNG Developer and their installers for CNG System installation. Once completed, vehicles are then delivered to the awarded Dealer through traditional delivery methods.

## SW035C QUESTIONS AND ANSWERS

Q5. Can a dealer who holds a used vehicle license in Oklahoma and new vehicle franchises in other states win this contract if the dealer is the low bidder and meets all other qualifications?

A5. No

Q6. I had a chance to take a quick look at the RFP issued for the multi-state vehicle purchase. Am I reading this correctly, the solicitation is for only about 1,800 vehicles?

A6. The numbers listed are an estimate from the twenty-two (22) listed States. This number does not represent possible purchases by Cities, Counties, Municipalities, etc.

Q7. If an awarded dealer from outside OK cannot sell in OK, do they still have to register with the OK Secretary of State?

A7. No

Q8. Oklahoma still get the fee if the vehicle goes to another state?

A8. No, Dealers would owe NASPO the administrative fee for the sale of all vehicles made under the awarded contracts. If a State requires payment of a "State" Administrative Fee, it will be listed in that State's Participating Addendum, and the dealer will owe that fee directly to that State.

Q9. As lead state in this bid offering, I assume all submissions have to go to Oklahoma for processing. Is this correct? If so, does this conflict with OK's rule in Section B.19.1.1 that states only Oklahoma dealers may submit proposals for this contract?

A9. All submissions are to be turned in to the State of Oklahoma. This does not conflict with Section B.19.1.1. Some of the States listed in Section B.19.1 can accept bids from out of State dealers.

Q10. How does NASPO award a category to a dealer if some of the states won't accept vehicles from an out of state dealer?

A10. Dealers will be awarded by category and State(s) for which they respond.

Q11. I work with CNG service trucks. We are working to respond to this solicitation. The question that we had was if our 11,000 and 14,500 GW service trucks. Under the one-ton van we notes that the specification is 9000 # or greater which seems to be indicating that our medium sized service trucks may be eligible. Can you provide some clarification on this point?

A11. Dealers are invited to submit bids for vehicles that meet the listed minimum requirements for each specific vehicle category listed.

## SW035C QUESTIONS AND ANSWERS

Q12. Asking for the definition of O E M for the purposes of this RFP?

A12. See answer to question #4.

Q13. B.13.1 – By asking us, the dealer in Texas, to pay a fee connected to the purchase of the motor vehicle and that fee is not going back to the individual government body that is purchasing this vehicle, is considered brokering and under Texas state statute Title 14, Chapter 2301. Specifically addressing who a Broker is listed in 2301.002 (3).

A13. For the purposes of the RFP, the fee stands and will be addressed in any potential Participating Addendums exercised by the State of Texas.

Q14. Warranty: Even though OEMs are involved in the production of this vehicle, states across this country regulate alternative gaseous fuels differently. For example, in Texas, in order to be permitted to work on a vehicle equipped with CNG you MUST have your facility approved by the Texas Railroad Commission. Once you are licensed to do so you will be allowed. This is not done at no cost. There are a multitude of requirements such as ventilation, proper tools, and such that would require a substantial investment on the part of the franchised dealer. Not all dealers will participate and subsequently you won't be permitted to take your vehicle to the nearest Ford, Chevrolet, or Chrysler dealer. So F.30.1 will need to be addressed in that the contractor is indemnified should the end user not be able to bring the vehicle back to that contractor that the contractor will work with the end user in obtaining that warranty service and that there may be a slight inconvenience if the end user is in a rural setting.

A14. The issues of warranty and service for individual use of a specific dealer will be addressed in the individual State Participating Addenda. The issues identified in the question will be decided by individual State Chief Procurement Officials, based on that state's statutes, rules and procedures.

Q15. F.23.1 – Payments may be made with a "Purchasing Card". If you are referring to a credit card, we are prohibited by Regulation "Z" (truth in lending) and by our Credit Card processors from accepting a credit card for full purchase.

A15. Payment via P-Card is not a part of this contract.

Q16. B.2.2 Fuel level – If the end user is buying a bi-fueled unit, do both tanks need to have ¼ tank of fuel? Same with customer pickup, both tanks filled full?

A16. Yes. If an individual State desires additional fueling requirements, they can address it in their Participating Addendum.

Q17. B.2.2 – Delivery (FOB) – Do we need to list a delivery charge for delivery over 150 miles away from our dealership? Would that be in the form of "X per mile" or leave it to us to add to the quote based upon delivery costs at the time of order?

## SW035C QUESTIONS AND ANSWERS

A17. List a price per mile. If an individual State desires additional delivery needs, they can address it in their Participating Addendum.

Q18. Other Factory Options – Some end users may require additional equipment such as reverse sensing, or back up camera or even a spray in bed liner. How do you propose we handle those additional options?

A18. Options not specifically listed may be obtained under the last option listed under each price sheet where dealers provide a discount off list price for options not specifically listed.

Q19. Are these vehicles dedicated or bi-fuel?

A19. Dependent upon availability from the OEM Manufacturer. Either type will be acceptable.

Q20. Many of the vehicle categories will have longer build/upfit times than the 120 days specified in the bid. Please note that the Transit Connect cargo van is built in Europe, and has a substantially longer lead time. Is this a significant issue, and would it affect the award decisions?

A20. As listed in Section B.2.1, Vehicles with build dates longer than 120 days should be noted on the bid responses. Awarded Dealers should notify Ordering Agencies of **estimated** build dates at time of order placement.

Q21. Due to the complex logistics of the bid being applicable from Maine to Hawaii, are we able to select which specific states that our bid will be made available to?

A21. Yes. Please note which States your bid response is for. If pricing varies by State, submit individual pricing sheets for each State.

Q22. For deliveries of greater than 150 miles, are you looking for a “single price” , or are we able to provide a “cost per mile” or other pricing method?

A22. See answer to question #17.

Q23. The bid attachments provided by numerous states refer to the specific states' individual requirements, some of which call for vehicle equipment and/or conditions that are additional to what's requested in your base bid. We don't see a provision in the bid documents that allow for a price variance for specific states that would accommodate these differences. Are we able to submit prices in addition to the “base prices”, that would be on a “per state basis” only for the purpose of meeting and accommodating the individual states' extra requirements?

A23. Yes. See answer to question #21.

## SW035C QUESTIONS AND ANSWERS

Q24. As you're aware, some states require both EPA and CARB certifications, where other states only require EPA certification. If a CARB certification causes an increased vehicle cost above an "EPA only" certification, can we submit both prices?

A24. Yes, submit separate pricing sheets for those vehicles and note which certification it is for.

Q25. Ford is currently developing an "OEM CNG Prep Package" for the F150 half-ton truck. This option will not have pricing or be released for production prior to the September 7<sup>th</sup> date for this bid. Is there a method by which we can submit an addition to our bid when this option becomes available later in the model year?

A25. See Section B.23. When a new OEM model becomes available, it will be bid separately and added to this contract via contract amendment.

Q26. The price pages for both the ½ Ton and ¾ Ton Trucks don't include an price provision for the standard "Regular Cab" Configuration. There is only provision for Extended Cab and Crew Cab. In our experience, the Regular Cab has by far, the highest sales volume for government and municipal applications. Please note that the different cab configurations cause different base model prices, and are not priced as "options" for any truck series. We would like to submit prices for the Regular Cab configurations of these trucks. What do you recommend as the best way to provide you with this pricing?

A26. If an OEM Regular Cab Model is available, simply submit a separate pricing sheet and note that it is for a Regular Cab.

Q27. The specifications for ¾ Ton truck refers only to "Bi-Fuel", but all the other trucks/vans in the bid allow "Dedicated" CNG or "Bi-Fuel". Is this an oversight, and are we able to submit pricing for both configurations?

A27. A corrected price sheet is attached to this amendment.

Q28. We offer both Dedicated CNG and Bi-Fuel configurations for some of the vehicles in this bid. Are we able to submit pricing for both configurations?

A28. Yes. If both Dedicated CNG and Bi-Fuel is available in compliance with the OEM requirement, then submit them on separate pricing sheets.

Q29. . Since each State has certain requirements regarding purchases from dealers, what provisions will the States make to allow purchases from one dealer.

A29. If a Dealer is submitting bids for multiple States, the bids will be evaluated with the other bids received for that State.

## SW035C QUESTIONS AND ANSWERS

Q30. In addition. How will a dealer, say in Oklahoma, make allowances for delivery expenses to other states?

A30. See answer to question #17.

Q31. What is the definition of OEM? We believe at least in the case of the ¾ ton pickup truck, it means Factory built by the manufacturer with no up fit necessary outside the plant. Our Ram 2500 CNG pickup meets this criteria.

A31. See answer to question #4.

Q32. If the bids are awarded on October 5<sup>th</sup>, what is the projected timing for order placement by the various States?

A32. As listed in Section B.1, this is a twelve (12) month contract beginning at the date of award. Vehicles can be ordered during that contract period.

Q33. Does current Model Year mean 2012MY or 2013MY?

A33. For the purpose of the initial contract year, 2013MY.

Q34. What EPA and CARB certifications will be necessary, 2012MY or 2013MY?

A34. For the initial bid submission, 2013MY. Subsequent model years certifications will be required for the renewal periods.

Q35. Are the items shown in the "Options" sheet of the CNG – Compact Car just examples of potential options, or are these options actually being requested by potential customers of the RFP? Specifically:

- a. Navigation Package with Steering Wheel Controls
- b. Manufacturer's Standard Safety Yellow or School Bus Yellow

A35. They are options that were requested. If they are not available, simply mark N/A.

Q 36. The "Options" sheet of the CNG – Compact car lists, "Other: Options Not Listed" and "Discount off MSRP for options not listed." What does this mean?

A36. Dealers may provide a specific percentage (%) discount off of MSRP for options not specifically listed.

Q 37.: Regarding "Responding Bidder Information" Item #4 - "Oklahoma Sales Tax Permit": If a dealer is located in another state that is participating in the RFP, and they expect to deliver vehicles to a fleet in that state and not to Oklahoma, does that dealer

## SW035C QUESTIONS AND ANSWERS

still need to have an Oklahoma Sales Tax Permit? Or do all responding dealers need to have an Oklahoma Sales Tax Permit, regardless of in which state they are located?

For example: If a dealer in Colorado would like to sell CNG vehicles to the State of Colorado, do they need an Oklahoma Sales Tax Permit to participate in this RFP?

A37. No.

Q 38. Are sales taxes for vehicles sold under this RFP due to Oklahoma, even if the vehicles are delivered to other states?

A38. No.

Q 39. Regarding “Responding Bidder Information” Item #5 - “Registration with Oklahoma Secretary of State”: If a dealer is located in another state that is participating in the RFP, and they expect to deliver vehicles to a fleet in that state and not to Oklahoma, does that dealer still need to be registered with the Oklahoma Secretary of State? Or do all responding dealers need to be registered with the Oklahoma Secretary of State, regardless of in which state they are located?

For example: If a dealer in Colorado would like to sell CNG vehicles to the State of Colorado, do they need to be registered with the Oklahoma Secretary of State to participate in this RFP?

A39. No.

Q 40. The link to the Oklahoma workers compensation information is incorrect: [http://www.ok.gov/oid/Consumers/Workers'\\_Compensation\\_Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)  
Can you please specify a correct link to the information?

A40. <http://www.ok.gov/oid/faqs.html#c221>

Q41. Regarding “Responding Bidder Information” Item #6 - “Workers’ Compensation Insurance Coverage:”: If a dealer is located in another state that is participating in the RFP, and they expect to deliver vehicles to a fleet in that state and not to Oklahoma, does that dealer still need to comply with the Oklahoma Worker’s Compensation Insurance Coverage provisions? Or do all responding dealers need to comply with the Oklahoma Worker’s Compensation Insurance Coverage provisions, regardless of in which state they are located?

For example: If a dealer in Colorado would like to sell CNG vehicles to the State of Colorado, do they need to comply with the Oklahoma Worker’s Compensation Insurance Coverage provisions to participate in this RFP?

A41. Vendors only need to attach a copy of their Workers Compensation Insurance Certificate for their dealership to their response.

## SW035C QUESTIONS AND ANSWERS

Q42. There is a stated 0.1% fee that is paid to NASPO by the dealer for each transaction. Is this fee legal in all 22 states? If not, how will this fee be addressed or accommodated?

A42. Yes.

Q43. Since the circulation of the original RFP, the State of Arkansas has joined the MOU. Does Arkansas have a separate addendum that needs to be addressed? Also, if additional states join the MOU, how will their addenda be circulated?

A43.. Arkansas did not have separate terms and conditions that needed to be placed in the RFP. If additional states join after the contract award, their individual Participating Addendums will address that State's requirements. Awarded Dealers are encouraged to work with all States to allow use of the contracts.

Q44. The bid pricing shall remain firm for 60 days. The bids are due in early September, which is typically when vehicle models are in the process of changing model years and pricing. This means that in all likelihood all Honda bidders will be resubmitting costs for the MY2013 models before the end of 2012. How are changes in Model Year and pricing submitted?

A44. As listed in Section B.21.2, Awarded Dealers will provide vehicles for the length of the initial contract period. Updated pricing for the renewal years/model years will be asked for at time of renewal.

Q45. (Section A.14.1): Will the Oklahoma State Purchasing Director be making the awards on behalf of all the other states that are participating?

A45. An evaluation team will make an award recommendation to the Oklahoma State Purchasing Director who will in turn make an award recommendation to the NASPO Cooperative Purchasing Committee. Once the Committee has agreed with the award, Oklahoma will award the Master Contract for all States, and then the other States will exercise Participating Addendums with the Dealers that are awarded for their particular State.

Q46. (Section A.14.3): Do all dealers outside of the State of Oklahoma register with the Oklahoma DCS website as a vendor?

A46. No.

Q47. (Section A.19.2): The paragraph begins by discussing the seven year period required to retain records after the contract is finished. Then the paragraph ends by discussing a three year period. Which is correct, seven years or three years?

A47. Seven years is required. .

## SW035C QUESTIONS AND ANSWERS

Q48. (Section A.27): Do out of state dealers need to comply with the Status Verification System in Oklahoma? What is documentation "acceptable indication of compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007"?

A48. No.

Q49. (Section B.18): Need clarification on the award process. A state or authorized entity may elect to execute a "Participating Addendum" with the Awarded Vendors and submit a copy of the executed agreement to the Oklahoma Central Purchasing Division. As referenced above in A.14.1, will Oklahoma be making the awards on behalf of all the other states that are participating?

A49. See answer to question #45.

Q50. (Section B.19.1.14): The section states that responders should submit a copy of their TEXAS dealer's license. Should this read Pennsylvania dealer's license?

A50. Yes.

Q51. (Section C.6.1): Do all invoices go through Oklahoma, but tailored to the instructions from the participating state? Or do invoices go directly to the state placing an order?

A51. Invoices will be sent to the State placing the order and in accordance with invoicing instructions contained in each State's Participating Addendum.

Q52. (Section D.2.1): Is a desired outcome of this RFP to receive one or more compliant bids from a dealership located in each of the participating states. e.g. a compliant bid from at least one Honda dealership in each of the 22 states? Is an anticipated outcome of this RFP that a dealership or dealerships in each state will be awarded a contract, rather than one dealership being awarded the contract for all states, e.g. an award to one or more Honda dealerships in each of the 22 states?

A52. The intent of the contract is to make competitive awards in as many States as possible. The number of awards will be based on the competitiveness of the responses.

Q53. (Attachment H): The state of South Carolina has a quarterly reporting and fee requirement, called the Materials Management Office (MMO) administrative services fee. Paragraph 1 and 2 of Attachment "H" for South Carolina list the fee as 0.75% of the total dollar amount spent. Is this accurate and consistent with other fees of this nature?

A53. Generally. State statutes or rules will determine a State's administrative fee and how it is applied. The specific State reporting requirement is related to a State being able to audit and verify the administrative fee payments made.

## SW035C QUESTIONS AND ANSWERS

Q54. On Cargo Vans, 3/4 & 1ton, there are 2 different tank configurations on GM products. One is a below body 3 tank configuration and the other is a 4 tank system, 3 below body and 1 on the cargo floor by the drivers side wheel well. The latter will compromise the interior load floor / bin capability. I'm assuming the 3 tank configuration is the way you want to go. Is that correct?

A54. Please submit pricing sheets for both models.

Q55. What is the solicitation's definition of OEM conversions? Please define as it relates to GM, Ford, Chrysler or other manufacturers since each include different processes for CNG conversions.

A55. See answer to question #4.

Q56. If an item in the solicitation is not offered by factory, will an aftermarket CNG conversion be acceptable as an alternative solution?

A56. No.

Q56-1. For example, the solicitation asks for a half-ton truck. Currently, this is not offered by any manufacturer from factory. Can we offer an aftermarket CNG solution as long as the CNG is certified and completed by the dealer before it is delivered to the end user?

A56-1. No.

A56-2. Can factory CNG be the first choice and in if an OEM conversion (by the solicitation's definition) isn't available can an aftermarket be offered. Another example, would be if dedicated van is only available from factory, can we offer a bi-fuel aftermarket option?

A56-2. Only OEM offerings are allowed under this RFP.

Q57. Do the conversions have to be EPA and/or CARB certified at the time of award? Please note, certification required at the time of vehicle delivery to end user is more feasible and required by law.

A57. Documents showing that the certification has been applied for should be submitted with bid response. Certification approvals should be provided with vehicle at time of delivery.

Q58. Are there minimum requirements of the CNG conversion? For example, is there a minimum requirement for the tank type or size such as GGE required?

A58. Conversions are not allowed under this contract. Only OEM Vehicles (as defined in Answer to Question #4) are allowed under this contract.

## SW035C QUESTIONS AND ANSWERS

Q59. Is a separate bid to be submitted for each state that we are interested in bidding?

A59. Separate pricing sheets for each model bid for each are to be provided.

Q60. Does a vendor need to be registered with the State of Oklahoma in order to respond to this solicitation?

A60. No.

Q61. Are there separate Terms and Conditions available for Ohio, Kentucky, or Indiana at this point?

A61. No. Any required terms and conditions will be contained in any Participating Addendum exercised by those States after award.

Q62. Outside of the Memorandum of Understanding, are the Participating Addenda available for review?

A62. No. Participating Addendums will be completed after an award is made.

Q63. Will the evaluation for award be done on a State by State basis? And will there be multiple awards (if so, on what basis)?

A63. See answer to question #45.

Q64. Can a vendor offer additional sales territory beyond the State in which they reside or restrict sales territory without disadvantage to their evaluation?

A64. Yes, if the State in particular can accept bids from out of state Dealers. Please refer to Section B.19 for a list of which States can accept bids from out of state Dealers.

Q65. Is it the State's intent to ONLY request Bi-fuel in the case of the 3/4 ton truck or is Dedicated also acceptable?

A65. No, see answer to question #27.

Q66. Many of the requirements seem to be particular to the State of Oklahoma. Would they apply to a dealer in WV selling vehicles to WV state and local agencies? For instance, A.14.3 "In order to receive an award or payments from the State of Oklahoma, suppliers must be registered." Do I have to register in Oklahoma to be awarded the WV contract?

A66. No

## SW035C QUESTIONS AND ANSWERS

Q67. B.13.1 There is a one tenth of one percent administration fee charged by Oklahoma. Will this apply to a WV dealer selling to WV agencies?

A67. Yes. As referenced in Section B.13, the fee is remitted to NASPO and applies to sales in all States. See answer to question #8.

Q68. A.16.1 "...all deliveries shall be F.O.B. destination." WV generally requires delivery of state agency vehicles to their surplus property division in Dunbar, WV. Is this the required destination for WV?

A68. Yes.

Q69. B.2 also deals with delivery regarding maximum number of miles on odometer, fuel tank level, etc. Is this Oklahoma requirements only or will this apply to WV?

A69. This applies to all States.

Q70. A.20 is a non-appropriation clause. Does this mean I can be stuck with product ordered by an agency that backs out of that order?

A70. State expenditures are generally based on "Encumbered Funds", which means that the funds for a specific expenditure is in the budget and available to spend at the time that a purchase order is issued. The "Non-Appropriation Clause" generally refers to future expenditures. Exceptions to this general situation should be addressed in an Individual State's Participating Addendum.

Q71. A.24 is similar to the non-appropriation clause. "If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted...". Does this mean I can be stuck with product that was ordered?

A71. In this case, the "Contract" would be the Master Contract Award and not a specific purchase order that a vehicle was ordered on.

Q72. A.10 indicates that prices must remain firm for a minimum of 60 days but B.1.1 says it's a 12 month contract and can be renewed for 2 additional one year periods. I don't understand the 60 day requirement if it's an annual contract.

A72. A.10 refers to the price submitted in your bid response must stay firm for 60 days in order to allow contract evaluation to take place. See answer to question #44.

Q73. What requirements would I have for training, special tools, etc. Will other Ram dealers be able and willing to provide warranty and service work throughout the state?

A73. This is not a question Oklahoma or NASPO can answer. Dealers, working with the manufacturers and other dealers will need to address the question as part of their response.

## SW035C QUESTIONS AND ANSWERS

Q74. WV recognizes an in-state bidder preference of up to 5% but only if the vendor claims it with their bid. Should I provide a completed preference claim form with my bid?

A74. Yes.

Q75. On 3/4 and 1 ton Cargo Vans, General Motors. When you add the OEM CNG option the spare tire is deleted, that's where the fuel tanks are located. Do you still want a spare tire and wheel? If so it will be shipped loose in the cargo compartment.

A75. Please note this on your bid. It will be up to the ordering State to determine need for the spare tire.

Q76. On 3/4 and 1 ton cargo's. Tilt is not standard in GM's cargo vans. It is packaged with cruise. I'm asking for a deletion of the req'd tilt in both the 3/4 and 1 ton cargos.

A76. Corrected Pricing Sheets are attached to this amendment.

Q77. Definition of Product. Various terms are used throughout the Solicitation, many of them interchangeably. One of these terms is "product". Please provide clarification as to what the intent of the term "product" is. Is the "product" the NGV vehicle or is the "product" each one of the component parts of the vehicle (e.g., the doors & windows, the transmission, the engine, CNG regulators & cylinders, etc.?). Note, we understand the term "Product" is defined in F.33.6 as "Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor". However, based on the remainder of the Solicitation, we do not believe this is how the term "Product" is to be used as that would mean, for example, that according to the terms of the contract each component part of the NGV vehicle would be subject to separate acceptance testing and separate warranties.

A77. Definition of "Product" for the purpose of this solicitation is the NGV Vehicle.

Q78. Acceptance Testing. When does the acceptance testing period begin? According to Section F.26.1, acceptance testing begins following the date of "installation". In addition, as noted in Question 1 above, will acceptance testing be conducted on each of the component parts of the NGV vehicle?

A78. Acceptance would be upon delivery and be determined by the operation of all component parts that make up the whole to be functional as expected.

Q79. Manufacturer information. Pursuant to Section A.11, is the requirement to provide detailed manufacturer information on each of the component parts of the vehicle? For example, would you want to know who manufactures each of the product components such as the doors & windows, transmission, engine, CNG regulators, CNG cylinders, etc. that together make-up the NGV?

## SW035C QUESTIONS AND ANSWERS

A79. No.

Q80. Warranty. Is the warranty on the overall NGV vehicle itself or is the intent to have separate warranties for each of the product components?

A80. The overall vehicle itself.

Q81. IP Use and Modify Rights. Section F.17.1 provides a broad and unlimited license to the IP. The license includes the right to “reproduce and modify” the IP. Please provide an understanding of what modifications are intended to be made to the IP.

A81. Section F.17.1 applies to pre-existing intellectual property provided as part of a contract, in the case of vehicles provided under this RFP, the only pre-existing intellectual property “delivered with a vehicle” is the “owners” manual and other documentation related to owning or operating a vehicle. Since dealers do not own the intellectual property rights to most of this information, the clause has limited application to responding dealers.

Q82. Termination. If budget appropriation is not received pursuant to A.20 will the contractor be paid for the cost and expenses reasonably incurred pursuant to A.24?

A82. See answer to question #70.

Q83. Required Delivery. EPA certifications on 2013 NGV's will be in a pending state at the time of the response due date of September 7, 2012. Is this understanding assumed in how we respond to Section B.2.?

A83. See answer to question #57.

Q84. System. Please clarify the intent of section F.27.1: “In the event of system failure or damage caused by the Contract or it's Product, the Contractor agrees to use its best efforts to restore or asset in restoring the system to operational capacity.” What is meant by the term system?

A84. See answer to question #81.

Q85. Order of Preference. Section A.9.2 is different than section F.1. Please clarify the order of precedence.

A85. See answer to question #81.

Q86. All documents. Please confirm that all documents referenced in the order of preference have been provided to the bidders (e.g., Statement of Work)

## SW035C QUESTIONS AND ANSWERS

A86. This RFP does not contain a Statement of Work. All other documents have been provided to vendors with the exception of Participating Entity's Participating Addendum which will be exercised after contract award.

Q87. Purchase and Selection Process. Following the Q&A session on August 8, 2012, we understand there is a committee of states that will jointly select the winners for each state. How will vehicles be procured for each state? Will each state issue its own contract and purchase order?

A87. See answer to question #45.

Q88. Registration. How should a Vendor who is not registered in Oklahoma but who is registered in other states comply with the Oklahoma Taxpayer and Citizen Protection Act and submit a bid when it is requirement to register in the state of Oklahoma before submitting a bid?

A88. Vendors located outside of Oklahoma are not required to register.

### ADDITIONAL COMMENT REGARDING WEST VIRGINIA'S PARTICIPATION:

“On Friday, August 10<sup>th</sup> the West Virginia Purchasing Bulletin indicated that the 2013 statewide motor vehicles contract will include compressed natural gas vehicles. Compressed natural gas vehicles are being included on the West Virginia statewide contract in effort to compliment this multi-state natural gas vehicles RFP. West Virginia officials encourage dealers submitting bids for compressed natural gas vehicles to utilize the multi-state contract as the primary contract to bid and the state contract as a back-up.”