



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

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with DCS-Central Purchasing.

Contract Title: VEHICLE MAINTENANCE

Statewide Contract #: SW767

Contract Issuance Date: 04/15/2009

Total Number of Vendors: 61 (For details see: Vendor Information Sheet)

Contract Period: 04/15/2009 THROUGH 04/14/2010 with the option to renew for up to three successive one year periods.

Agreement Period: 04/15/2009 THROUGH 04/14/2013

Authorized Users: All State Departments, Boards, Commissions, Agencies and Institutions as well as Counties, School districts and Municipalities

Contract Priority: Non-Mandatory. State Agencies should use this contract when possible.

Type of Contract: Fixed Price

DCS-CP Contact: Joyce Leivas

Phone: 1 - 405 - 521 - 2479

Title: Contracting & Procurement
Officer

Fax: 1 - 405 - 522 - 4475

Email: Joyce_Leivas@dcs.state.ok.us

Notice to users of this contract. Great effort has been made to provide a supplier in all areas of the State. The primary purpose of having this contract is so that repairs can be made locally, without having to drive a long distance to obtain service. If you have a supplier who is not on the list but who you use regularly, please contact the Contracting Officer and give them the name and location of the vendor. This is the first year of this contract. Please document the usage of suppliers who are not on contract and notify the Contracting Officer by email of services performed in order for Central Purchasing to track all repairs and gather information concerning which vendors are performing these services for the State in order to prepare for the future of this contract.

Contract Terms (from original solicitation documents on file in Central Purchasing)

SPECIAL PROVISIONS

Contract Period

The contract is for a one year period commencing from 04/15/2009 through one year. The contract may be renewed for up to 3 successive one year periods.

Type of Contract

This is an indefinite quantity contract. Services outlined in this contract shall be performed on an as needed basis.

Fixed Price

This shall be a firm fixed price contract for diagnostic charges, mechanical and maintenance labor cost with a percentage of discount off list price for auto parts.

Multi-Award

This shall be a multiple award contract that allows state agencies to obtain auto repair services from any supplier issued an award resulting from this solicitation and subsequent contract. Contracts shall be established with auto repair facilities capable of performing both warranty and non-warranty auto repair work.

Authorized Users

Bids shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful bidder(s). See Supplier list.

Extension of Contract

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

Ordering

Any supplies and/or services to be furnished under this contract shall be ordered as needed by issuance of written purchase orders by authorized entities or by the use of the Fleet Purchase Card for state agencies. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

Vehicles Serviced

The State Agencies shall only pay for repair work performed on vehicles owned by the State of Oklahoma.

Prompt Payment Discounts

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

Gratuities

The right of the successful bidder to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successive bidder, or its agent or another representative offered or gave a gratuity (e.g. an entertainment or gift) to an officer, official or employee of Central Purchasing.

Warranty

The Successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

Contract Usage Reporting Requirements

Reports shall provide itemized summary of jobs performed such as parts or labor of dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

Central Purchasing • Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 • Oklahoma City, OK 73152-8803
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Reports shall be submitted quarterly regardless of quantity.

Usage Reports shall be delivered to Central Purchasing, 2401 N Lincoln Boulevard, Suite 116, Oklahoma City, OK 73105, or e-mailed to Joyce_Leivas@dcs.state.ok.us within 30 calendar days upon completion of performance quarter period cited in paragraph B.10.4 of this contract provision.

Contract quarterly reporting periods shall be:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Failure to provide usage reports shall result in cancellation or suspension of contract.

Patents and Royalties

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma.

Required Delivery

Delivery shall be made as ordered by the agency.

Product Availability

Product bid must be current and available for general marketing purposes at the opening of this bid. Supplier must use best effort to assure product availability through duration of contract period.

State Purchase Card

Successful supplier must accept the State of Oklahoma Fleetcard **as the payment method for State Agencies. Level 3 transaction reporting is required. Level 3 transaction reporting includes prompting for Personal Identification Numbers (PIN's) and current odometer reading and provides detail of the service and parts associated with the transaction. Entities other than State Agencies can use purchase orders.**

SPECIFICATIONS

Purpose

The intent is to establish a contract with auto repair facilities to provide statewide auto repair services for trucks and vehicles owned by State Agencies within Oklahoma. There is a need to have multiple locations across the state that can repair vehicles without the agency having to take the vehicle long distances for repairs. When a repair is deemed necessary, the agency will be able to access the closest repair facility from a list of suppliers who have been awarded contracts.

Background

The Department of Central Services (DCS) has the primary responsibility and oversight of developing statewide contracts for efficiency of providing services to state agencies. State agencies own vehicles that require maintenance and services. The trucks and vehicles are located throughout the State of Oklahoma.

The state-owned vehicles are comprised of Chrysler/Dodge, Ford and General Motors brands of various models and age.

Scope of work

Services and repairs may include, but not be limited to the following:

- Replace engine oil and filter.
- Lubricate chassis and universal joints and CV joints, if necessary.
- Check and fill all fluids to proper levels, to include transmission, differentials, power steering, brake, windshield washer, radiator coolant, battery and 4-wheel drive transfer case.
- Check tire condition and pressure, rotate and balance, if necessary, and check spare.
- Check for proper operation of the following: windshield wiper and washer, all lights and reflectors, horn, heater and air conditioner, emergency brake and radio.
- Check for fluid leaks.
- Minor tune and filters to include PCV valve and clean/protect battery terminal ends, replace air filter and breather elements, replace fuel filter.
- Check engine.
- Check brakes.
- Check shocks.

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- For rear drive vehicles, check front wheel bearings and for front drive vehicle, check drive axle boots.
- Service transmission.
- Check all belts. Replace if necessary.
- Inspect for wear, proper operation, leaks and note defects, on service report and report defects to the agency.
- Engine diagnostic, drivability problems, and repairs.
- Electrical problems and repairs.
- Front end and 4-wheel alignment.
- Any other services and repairs needed to ensure the vehicle performs according to the vehicle manufacturer's specifications.

INSTRUCTIONS TO SUPPLIER

Supplier Responsibility

All auto repair services shall be authorized by the agency being provided the service.

Work Performed

Before actual repair work begins, ownership of the truck or vehicle shall be established to ensure the vehicle in need of repair belongs to the agency requesting the service. The following information shall be provided in order to determine ownership of the vehicle:

- Name of driver
- Name of agency and division the driver is employed with
- Make, Model, and VIN of vehicle
- Agency vehicle control number

Estimate

Once truck or vehicle ownership has been established, the supplier shall provide a written estimate of the repair work and notify the agency contact person of the costs.

The written estimate shall be itemized to include all costs associated with the repair of the vehicle.

The supplier shall obtain authorization from the agency contact person prior to performing any work.

Work performed shall not exceed the original estimate without the prior approval of the agency contact person.

The supplier shall not perform warranty repairs unless the auto or truck repair facility is certified by the vehicle manufacturer of the vehicle requiring work. Repairs made that are covered by a warranty shall not be paid for by the state agency.

Subcontracting

The supplier shall retain total responsibility of all auto and truck repair work performed on state vehicles. If the supplier elects to subcontract, the state agency shall only communicate and make payment to the party the contract has been awarded to.

Storage

Trucks and vehicles that remain in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state owned vehicle in the supplier's possession.

Property loss

The supplier shall reimburse the state agency for such property loss or damage caused by supplier, its employees or for anyone whose acts the supplier may be liable for.

Invoices

Upon completion of repair work, the final repair bill shall be submitted to the agency contact person. To ensure prompt payment, the invoice shall include the following information:

- Purchase order number if applicable.
- Make, model, and VIN number of vehicle.
- Name of driver.
- Name of agency driver is employed with
- Description of services and/or parts, material and supplies provided.
- Unit and total cost.
- Name of company who provided the products/services.

- Payment remittance address.
- Payment terms for arrears shall be net 30. The state agency shall not make advance payments or advance deposits.
- Payment made by State agencies shall be made by the procurement card that is issued by the State Fleet Mastercard in order to provide for tracking of maintenance. Other entities may use Purchase Orders or Procurement cards.

Repair facility

The supplier shall have a full service truck or automotive maintenance repair facility where auto repair work will be performed.

The supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the repair work.

Licenses and Certification

The supplier certifies that, at the time of entering into this contract, it has current licenses, certifications, approvals, permits and insurance requirements required by the State of Oklahoma to perform auto repair work.

Personnel

All persons utilized in the performance of this contract shall be employees of the supplier and be fully qualified to perform the work required. Auto repair work shall be performed by ASE certified or factory trained automotive service technicians.

Insurance

Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.

The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:

- Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
- Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
- Commercial Automobile Insurance, hired and non-owned.
- Garage keepers Liability Insurance.
- Commercial Property Coverage.

Warranty

All services performed and parts/materials supplied shall meet or exceed original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.

All parts and labor shall be guaranteed for at least 12 months or 12,000 miles, even if the contract has expired or been cancelled less than 30 days after completion of work.

Work performed not meeting specifications or found to be defective, shall not be accepted. The supplier shall be required to make repairs or corrections at no additional cost to the agency.