



State of Oklahoma
Department of Central Services
Central Purchasing

Amendment of Solicitation

Date of Issuance: July 1, 2013

Solicitation No. SW035

Requisition No. SW035

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

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

Contracting Officer

(405) - 522 - 1037

Phone Number

laura.bybee@omes.ok.gov

E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

1. The Specification/Pricing Sheet for the FORD Police Interceptor has been revised. A copy is attached.
2. The Specification/Pricing Sheets for the Utility Interceptors have been separated by Manufacturer for Ford and Chevrolet. Copies are attached.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

Category #25101702
Item # 1000009350
Police Pursuit Vehicle
Cars

Dealer Name: _____

Make Bidding: **FORD**

Model Bidding: _____

Model Code: _____

Engine	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Engine Type (Cylinder/Liter)	List Mfg. Largest Engine/HP	
Alternate Fuel Engine Type	List If Available	
Transmission		
Automatic	Automatic Transmission - List	
Oil Cooler	Trans Oil Cooler if Available - List	
Drive Axle		
Primary Drive Axle	All Wheel Drive	
Differential Type/Ratio	Regular/ Mfg Std. Ratio List	
Electrical		
Alternator/Min (amps)	125 Amp - List Specs	
Battery min. (CCA)	690 CCA List Specs	
Fuel		
Fuel Capacity min Liters(Gals)	Std. Tanks List Size	
Exterior		
Paint	One Color	
Doors & Windows		
Doors	4 Doors/2 Keys	
Door Locks	Power Doors w/ Override	
Windows	Power Windows W/ Lock Out	
Defogger	Rear Window Defogger	
Spot Light	Driver Side, OEM LED	
Floor		
Floor Covering	Carpet with mats	
Interior		
Air Conditioning	Req.	
Radio	AM/FM	
Tilt & Cruise	Tilt Wheel & Cruise Control	
Daytime Running Lights	Disabled	
Light	Red White Aux Dome Light	
Sync w/ Remappable Steering Wheel Switches	List	
Alarm	Anti Theft Switch under Mat, Tremco	
Seats		
Seating Capacity min.	5 Pass.	
Seat	Power Seat/Driver	
Front Seat	Buckets/Cloth	
Rear Seat	Cloth	
Safety		
Brakes	Power Antilock/Disc	
Restraint System All Pass	Seat Belts All Passengers	
Air Bags	Air Bags Both Sides	
Tires & Wheels		
Factory Spare	Full Size Match Vehicle	
Warranty		
Bumper to Bumper Warranty	State Warranty	
Drive Train Warranty	State Warranty	
Performance		
Top Speed 120 MPH	List Top Speed	
	BASE PRICE:	

Category #25101702
Item # 1000009350
Police Pursuit Vehicle
Cars

Dealer Name: _____

Make Bidding: **FORD**

Model Bidding: _____

Model Code: _____

Engine		Enter Optional Equipment Description and Manufacturer Option Codes	Cost
Engine	Deduct for Smaller Engine		
Engine	Optional Available Engine		
Remote Start	Add Remote Start with Keyless Entry		
Drive Axle			
Differential Type/Ratio	Limited Slip/Locking List Ratio		
Primary Drive Axle	Front Wheel Drive		
Ratio	Optional Rear Ratio		
Exterior			
Paint	Two Color Paint		
Spot Light	Delete Driver Side, OEM LED		
Spot Light	Passenger Side, OEM LED		
Undercover Car	Street Appearance Pkg.		
Door Moldings	Front Door Mldgs.		
Outside Exterior Appearance	Vinyl Wrap		
Doors & Windows			
Door Locks	Rear Door inoperative		
Windows	Rear Door inoperative		
Keys	Additional Door Keys - Set of 2		
Remotes	Additional Remotes (2)		
Tinted Windows	Add Deep Tinted Glass		
Ballistic Door Panels	List Specifications		
Floor			
Floor Covering	Delete Carpet with Floor Mats		
Interior			
Radio	AM/FM CD		
Wiring	5 Circuit 12 Volt Power Supply to Interior of Vehicle/See Notes		
Wiring	Speaker, Grill & Aux Speaker Wiring/List Available Wiring		
Alarm	Burglar Alarm with 2 LCD Remotes/High Output Siren, OEM		
Alarm	Delete Anti Theft Switch under Mat		
Armorshield	7 Mil Clear See Notes List Specs		
Armorshield	4 Mil Clear See Notes List Specs		
Light	Delete Red White Aux Dome Light		
Other	Additional Power Point		
Mirror	Interior Mirror with Compass/Temp.		
Heated Mirrors	Add Outside Heated Mirrors		
Sync w/ Remappable Steering Wheel Switches	Delete Sync w/ Remappable Steering Wheel Switches		
Seats			
Seat	Delete Power Seat/Driver		
Seats	Front Cloth Seat Split Bench		
Rear Seat	Cloth		
Safety			
Air Bags	Side Air Bags		
Delivery			
Delivery Cost	Price to Deliver Car more than 150 miles		
Other			
Service Manual	Factory Service Manual - EA		
Options Not Listed	Discount off MSRP for options not listed.		

Category #25101702

Item # 1000009398

Police Pursuit Vehicle

SUV

Dealer Name: _____

Make Bidding: **Chevrolet**

Model Bidding: _____

Model Code: _____

Engine	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Engine Type (Cylinder/Liter)	List Mfg. Largest Engine/HP	
Alternate Fuel Engine	List if Available	
Transmission		
Automatic	4 Speed Auto Trans.	
Oil Cooler	Trans Oil Cooler if Available	
Drive Axle		
Primary Drive Axle	Front/ Rear/ All Wheel Drive - List	
Differential Type/Ratio	Regular/ Mfg Std. Ratio List	
Electrical		
Alternator/Min (amps)	List Specs	
Fuel		
Fuel Capacity min Liters(Gals)	Std. Tanks List Size	
Exterior		
Paint	One Color Per Agencies Specs	
Spot Light	Driver Side, OEM LED	
Running Boards	Running Boards - Manufacturer Installed	
Doors & Windows		
Doors	4 Doors/2 Keys	
Door Locks	Power Doors w/ Override	
Windows	Power Windows W/ Lock Out	
Defogger	Rear Window Defogger	
Tinted Windows	Deep Tinted Glass	
Floor		
Floor Covering	Carpet with mats	
Interior		
Air Conditioning	Front & Rear AC & Heat	
Radio	AM/FM	
Tilt & Cruise	Tilt Wheel & Cruise Control	
Alarm	Anti Theft Switch under Mat - Tremco	
Lights	Disable Daytime Running Lights	
Light	Aux Dome Light	
Seats		
Seating Capacity min.	5 Pass.	
Front Seat	Power Cloth Bucket Seats	
Rear Seat	Vinyl	
Safety		
Brakes	Power Antilock/Disc	
Restraint System All Pass	Seat Belts All Passengers	
Air Bags	Air Bags Both Sides	
Suspension		
Suspension/Shocks	Mfg. Std. List Axles and Springs	
Tires & Wheels		
Tires & Wheels	OEM Std. Speed Rated List Size	
Factory Spare	Full Size Match Vehicle	
Warranty		
Bumper to Bumper Warranty	State Warranty	
Drive Train Warranty	State Warranty	
Performance		
Top Speed 120 MPH	List Top Speed	
	BASE PRICE:	

Category #25101702
Item # 1000009398
Police Pursuit Vehicle
SUV

Dealer Name: _____

Make Bidding: **Chevrolet**

Model Bidding: _____

Model Code: _____

Engine		Enter Optional Equipment Description and Manufacturer Option Codes	Cost
Engine	Available Optional Engine		
Remote Start	Add Remote Start with Keyless Entry		
Batteries	Dual Batteries - Manufacturer Installed		
Alternator	High Output Alternator - Manufacturer Installed - List Specifications		
Drive Axle			
Differential Type/Ratio	Limited Slip/Locking List Ratio		
Ratio	Optional Rear Ratio		
Primary Drive Axle	4 Wheel Drive		
Skid Plates	List Covered Areas		
Exterior			
Paint	Two Color Paint		
Spot Light	Delete Driver Side, OEM LED		
Spot Light	Passenger Side, OEM LED		
Undercover Car	Street Appearance Pkg.		
Door Moldings	Front Door Mldgs.		
Running Boards	Delete Running Boards - Manufacturer Installed		
Doors & Windows			
Door Locks	Rear Door inoperative		
Windows	Rear Door inoperative		
Keys	Additional Door Keys - Set of 2		
Remotes	Additional Remotes - Set of 2		
Tinted Windows	Delete Deep Tinted Glass		
Ballistic Door Panels	List Specifications		
Floor			
Floor Covering	Delete Carpet with Floor Mats		
Interior			
Radio	AM/FM CD		
Wiring	5 Circuit 12 Volt Power Supply to Interior of Vehicle/See Notes		
Wiring	Speaker, Grill & Aux Speaker Wiring/List Available Wiring		
Alarm	Burglar Alarm with 2 LCD Remotes/High Output Siren		
Alarm	Delete Anti Theft Switch under Mat		
Armorshield	7 Mil Clear See Notes List Specs		
Armorshield	4 Mil Clear See Notes List Specs		
Lights	Delete Disable Daytime Running Lights		
Light	Delete Aux Dome Light		
Other	Additional Power Point		
Mirror	Interior Mirror with Compass		
Rear AC	Delete Rear AC & Heat		
Seats			
Seat	Delete Power Seat/Driver		
Safety			
Air Bags	Side Curtain Air Bags		
Delivery			
Delivery Cost	Price to Deliver Truck more than 150 miles		
Other			
Service Manual	Factory Service Manual - EA		
Options Not Listed	Discount off MSRP for options not listed.		

Category #25101702

Item # 1000009398

Police Pursuit Vehicle

SUV

Dealer Name: _____

Make Bidding: **FORD**

Model Bidding: _____

Model Code: _____

Engine	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Engine Type (Cylinder/Liter)	List Mfg. Largest Engine/HP	
Alternate Fuel Engine	List if Available	
Transmission		
Automatic	4 Speed Auto Trans.	
Oil Cooler	Trans Oil Cooler if Available	
Drive Axle		
Primary Drive Axle	All Wheel Drive	
Differential Type/Ratio	Regular/ Mfg Std. Ratio List	
Electrical		
Alternator/Min (amps)	List Specs	
Fuel		
Fuel Capacity min Liters(Gals)	Std. Tanks List Size	
Exterior		
Paint	One Color Per Agencies Specs	
Spot Light	Driver Side, OEM LED	
Running Boards	Running Boards - Manufacturer Installed	
Doors & Windows		
Doors	4 Doors/2 Keys	
Door Locks	Power Doors w/ Override	
Windows	Power Windows W/ Lock Out	
Defogger	Rear Window Defogger	
Tinted Windows	Deep Tinted Glass	
Floor		
Floor Covering	Carpet with mats	
Interior		
Air Conditioning	Front & Rear AC & Heat	
Radio	AM/FM	
Tilt & Cruise	Tilt Wheel & Cruise Control	
Alarm	Anti Theft Switch under Mat - Tremco	
Lights	Disable Daytime Running Lights	
Light	Aux Dome Light	
Seats		
Seating Capacity min.	5 Pass.	
Front Seat	Power Cloth Bucket Seats	
Rear Seat	Vinyl	
Safety		
Brakes	Power Antilock/Disc	
Restraint System All Pass	Seat Belts All Passengers	
Air Bags	Air Bags Both Sides	
Suspension		
Suspension/Shocks	Mfg. Std. List Axles and Springs	
Tires & Wheels		
Tires & Wheels	OEM Std. Speed Rated List Size	
Factory Spare	Full Size Match Vehicle	
Warranty		
Bumper to Bumper Warranty	State Warranty	
Drive Train Warranty	State Warranty	
Performance		
Top Speed 120 MPH	List Top Speed	
	BASE PRICE:	

Category #25101702
Item # 1000009398
Police Pursuit Vehicle
SUV

Dealer Name: _____

Make Bidding: **FORD**

Model Bidding: _____

Model Code: _____

Engine		Enter Optional Equipment Description and Manufacturer Option Codes	Cost
Engine	Available Optional Engine		
Remote Start	Add Remote Start with Keyless Entry		
Batteries	Dual Batteries - Manufacturer Installed		
Alternator	High Output Alternator - Manufacturer Installed - List Specifications		
Drive Axle			
Differential Type/Ratio	Limited Slip/Locking List Ratio		
Ratio	Optional Rear Ratio		
Primary Drive Axle	4 Wheel Drive		
Skid Plates	List Covered Areas		
Exterior			
Paint	Two Color Paint		
Spot Light	Delete Driver Side, OEM LED		
Spot Light	Passenger Side, OEM LED		
Undercover Car	Street Appearance Pkg.		
Door Moldings	Front Door Mldgs.		
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Doors & Windows			
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Windows	Rear Door inoperative		
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Tinted Windows	Delete Deep Tinted Glass		
Ballistic Door Panels	List Specifications		
Floor			
Floor Covering	Delete Carpet with Floor Mats		
Interior			
Radio	AM/FM CD		
Wiring	5 Circuit 12 Volt Power Supply to Interior of Vehicle/See Notes		
Wiring	Speaker, Grill & Aux Speaker Wiring/List Available Wiring		
Alarm	Burglar Alarm with 2 LCD Remotes/High Output Siren		
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Lights	Delete Disable Daytime Running Lights		
Light	Delete Aux Dome Light		
Other	Additional Power Point		
Mirror	Interior Mirror with Compass		
Rear AC	Delete Rear AC & Heat		
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Delivery			
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Other			
Service Manual	Factory Service Manual - EA		
Options Not Listed	Discount off MSRP for options not listed.		



State of Oklahoma
Department of Central Services
Central Purchasing

Amendment of Solicitation

Date of Issuance: July 1, 2013

Solicitation No. SW035

Requisition No. SW035

Amendment No. 002

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

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P.O. Box 528803

Oklahoma City, OK 73152-8803

or

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

Contracting Officer

(405) - 522 - 1037

Phone Number

laura.bybee@omes.ok.gov

E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

1. Vendors are to submit the MSRP for the State Specified Base Vehicle. The MSRP is to be written or typed in beneath the Base Price on each Specification/Pricing Sheet.
2. In an effort to ensure that vehicles are being priced in the same manner, Vendors are to submit Vehicle Order Confirmation Sheets for each vehicle they are submitting responses for.
3. Failure to provide the information requested in Items 1 and 2 may be cause for rejection of your Response.
4. Under no circumstances shall vehicles be configured by removing any Standard Safety Equipment (Airbags, etc.). Responses submitted that contain the removal of Standard Safety Equipment will be considered non-responsive and will not be considered.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date¹:

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO:**

Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. Solicitation Type (check one below):

- ☐ Invitation to Bid
☐ Request for Proposal
☐ Request for Quote

7. Requesting Agency:

8. Contracting Officer:

Name:

Phone: (405)

Email:

¹ Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____

VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit²:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)³

Authorized Signature

Date

Printed Name

Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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B. SPECIAL PROVISION

B.1. Contract Period

B.1.1. This contract is for a twelve (12) month period, commencing September 1, 2013 and ending August 31, 2014.

B.2. Required Delivery

B.2.1. Delivery should be made within 120 calendar days after receipt of order by the successful vendor. If circumstances beyond the control of the vendor cause delivery to be longer than 120 calendar days, the vendor shall notify the ordering agency immediately. Vehicles with a build date longer than 120 days should be noted on their price sheet.

B.2.2. The base price for a vehicle is to include delivery within 150 miles from the awarded dealer's location to the delivery address for the ordering end user. Vehicles delivered by a dealer are to be delivered to the end user with a ¼ tank of gas. If an end user elects to pick up their vehicle at the dealers location, that vehicle is to be turned over to the end user with a full tank of gas.

B.2.3. A price for agencies to have vehicles delivered to locations outside of the 150 mile radius is contained on each price sheet and are to be turned over to the end user with a ¼ tank of gas.

B.2.4. Vehicles ordered as a result of this contract should be delivered to the ordering location with less than 175 miles on the odometer. Any vehicle that will have more than 175 miles on the odometer at time of delivery requires pre-notification/explanation to the ordering entity.

B.3. Type of Contract

B.3.1. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.4. Authorized Users

B.4.1. RFP's 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 offeror(s).

CHECK APPROPRIATE BLOCK

B.4.1.1. _____ Yes, permits usage by other than State Agencies

B.4.1.2. _____ No, permits usage by State Agencies only.

B.5. Notice of Award

B.5.1. Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.6. Extension of Contract

B.6.1. The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

B.7. Contractor Invoices

B.7.1. The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.7.2. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

B.7.3. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

B.7.4. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.8. Prompt Payment Discounts

B.8.1. 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.

B.9. Gratuities

- B.9.1.** The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, 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.

B.10. RFP Proposal Conformity

- B.10.1.** By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

B.11. Warranty

- B.11.1.** The Successful vendor 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.

B.12. Contract Usage Reporting Requirements

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity.
- B.12.3.** Usage Reports shall be delivered to Central Purchasing within 30 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision. Usage Reports may be delivered via the following addresses;
- B.12.3.1.** Email – laura_bybee@dcs.state.ok.us
- B.12.3.2.** Via USPS – P.O. Box 528803
Oklahoma City, OK 73152
- B.12.3.3.** Via Common Carrier (FedEx, UPS etc)
Will Rogers Building
2401 N. Lincoln, Suite 116
Oklahoma City, Ok 73105
- B.12.4.** Contract quarterly reporting periods shall be:
- B.12.4.1.** January 1 through March 31
- B.12.4.2.** April 1 through June 30
- B.12.4.3.** July 1 through September 30
- B.12.4.4.** October 1 through December 31
- B.12.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.
- B.12.6.** Usage Reports shall be submitted in the Excel form listed as Attachment "A"

B.13. Contract Management Fee

- B.13.1.** As provided by Oklahoma State Statute §85.33A, the Department of Central Services assesses an Administrative Fee in the sum of one half of one (½ of 1%) percent on all sales transacted by any entity under this contract.
- B.13.2.** Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in B12.6 and make payment by company check to DCS – Central Purchasing Division within thirty (30) calendar days from the completion of the quarterly reporting period as listed in B12.4. To ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: SW035 Vehicle Contract, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:
- OMES – Central Purchasing Division
Agency Business Services
3812 N. Santa Fe, Suite 290
Oklahoma City, OK 73118
- B.13.3.** Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.14. Energy Conservation

- B.14.1.** Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

B.15. Conflict of Interest

- B.15.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.16. Patents and Royalties

- B.16.1.** The Vendor, 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. If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.17. Product Acceptability

- B.17.1.** Bids will only be considered on products, manufactured or produced for distribution and use in the United States.
- B.17.2.** Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.18. Product Availability

- B.18.1.** Vehicles must be a current product model and available for general marketing purposes at the opening of this solicitation. Bidders must use best effort to assure product availability through the duration of the contract period.
- B.18.2.** The awarded dealer will provide vehicles for length of the contract period without any price increases. The only exception will be if a model is discontinued or is replaced by a new model. Awarded vendors shall notify Central Purchasing of the new model and provide pricing sheets with vehicle information within 30 days of discontinuation. The new model will only be added if approved by Central Purchasing.

B.19. Authorized Representative

- B.19.1.** Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification. **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. Bidders 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.20. Price Adjustments

- B.20.1.** Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed onto the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies. The only exception to price increases is listed in B.19.2.
- B.20.2.** If the base price of a vehicle increases due to change in safety equipment or emissions, the dealer can increase the base price of the vehicle by the amount of the price increase. A letter from the manufacturer documenting the change and the amount of the change must be provided to Central Purchasing for review/approval before the contract base price will be changed.

B.21. Mandatory Contract

- B.21.1.** This contract is mandatory for State of Oklahoma agencies.

B.22. Extension of Retail Price with Rebates over Contract Price

- B.22.1.** If the Retail Price is lower than the contract price due to promotions or discounts, the Vendor shall charge the State the Retail price.
- B.22.2.** Any other instance that causes the Retail price to be lower than the contract price, the Vendor shall charge the State the Retail price.

B.23. Negotiations

- B.23.1.** The State may elect to negotiate with selected vendors during the procurement process to get the best price and business terms for its citizens. Negotiations would be through the State Purchasing Director or his designee. The State will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate

policies. In short, firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered.

B.24. State and Federal Taxes

- B.24.1.** Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

C. SOLICITATION SPECIFICATIONS

C.1. Scope of Contract

- C.1.1.** The State of Oklahoma is soliciting responses for the Statewide Contract for Vehicles for the models listed in the SW035 FY14 RFP Forms which is provided on the Central Purchasing website. However due to Model changes, responses for the models listed below will not be accepted at this time.

C.1.1.1. Chevrolet Tahoe/GMC Yukon

C.1.1.2. Chevrolet Suburban/GMC Yukon XL

C.1.1.3. Chevrolet Silverado C2500/GMC Sierra 2500 – All Cab Configurations

C.1.1.4. Chevrolet Silverado C3500/GMC Sierra 3500 – All Cab Configurations to include Cab & Chassis models.

C.1.1.5. Chevrolet Tahoe Special Services Unit

C.1.1.6. Chevrolet Tahoe Police Pursuit Unit

- C.1.2.** Once these models become available, a Solicitation will be issued for these models only.

C.2. Vehicle Specifications

- C.2.1.** Specifications for the individual vehicles are listed on the individual vehicle pricing sheets.

D. EVALUATION

D.1. Evaluation Criteria

- D.1.1.** This RFP will be evaluated on the following criteria: Cost and Compliance with Specifications.

E. INSTRUCTIONS TO SUPPLIER

E.1. Questions regarding Solicitation

- E.1.1.** Questions regarding this Solicitation should be submitted no later than Friday, June 28th, 2013. Questions are to be submitted via email to laura.bybee@omes.ok.gov. Answers will be posted via an addendum posted on the Central Purchasing website, www.omes.ok.gov.

E.2. Preparation of Proposal

- E.2.1.** The original proposal shall be submitted on 8 ½ x 11 (Letter) size paper. Additionally, one (1) electronic copy of the pricing sheets should be provided. This may be provided on either a flash drive or disc.

F. CHECKLIST

None

G. OTHER

G.1. Attachment “A” – Usage Report Template

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.