



Solicitation

1. Solicitation #: SW17767REWRITE

2. Solicitation Issue Date: 03/15/2017

3. Brief Description of Requirement:

Vehicle Repair and Maintenance – Automotive/Medium & Heavy Duty Trucks

SOLICITATION HAS BEEN REWRITTEN AND THE CLOSING DATE EXTENDED TO 4/6/2017.

QUESTIONS DUE: MARCH 23, 2017 5:00 p.m.

4. Response Due Date¹: APRIL 6, 2017

Time: 3:00 P.M. CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Personal, U.S. Postal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

6. Solicitation Type (type "X" at one below):

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

7. Requesting Agency: Statewide Contract

8. Contracting Officer:

Name: Theresa Johnson
Phone: 405-521-2289
Email: Theresa.johnson@omes.ok.gov

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

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

1. **RE: Solicitation #** SW17767RW

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 Permit¹:**

☐ 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.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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 #: SW17767RW

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 collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

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

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they

consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review

to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

§1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

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B. SPECIAL PROVISIONS

B.1. Contract Period

The contract is for a one year period commencing from Date of Award through one year. The contract may be renewed for up to 4 successive one year periods.

B.2. Type of Contract

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

B.3. Contract Priority

This is a non mandatory Statewide Contract

B.4. Multi-Award

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

B.5. Authorized Users

Offers 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 supplier(s).

Check Appropriate Block

☐ Yes, Offer permits usage by other than State Agencies.

☐ No, Offer permits usage by State Agencies only.

B.6. Extension of Contract

The State may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

B.7. Contract Priority

This Contract is a Non Mandatory Contract.

B.8. Ordering

Any supplies and/or services to be furnished under this contract may be ordered by issuance of written purchase orders or by State Fleet Card by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. 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.

B.9. State and Federal Taxes.

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

B.10. Prompt Payment Discounts

Discounts for prompt payment will be considered in the evaluation of offers. Any discount offered will be annotated on the award and may be taken if payment is made within the discount period. (See A.18.3)

B.11. Gratuities

The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successive supplier, 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.12. Proposal Conformity

By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

B.13. Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

B.14. Notice of Award

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.15. Contractor Invoices

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

B.15.2. 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.15.3. (d) 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.16. Warranty

The Successful supplier 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.17. Contract Management Fee

As empowered by State Statue 74 O.S. §85.33 A , the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

B.17.1. The check should be mailed to:

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
ATTENTION: ACCOUNTS RECEIVABLE
5005 N. LINCOLN BOULEVARD
OKLAHOMA CITY, OK 73105

B.17.2. The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the Suppliers response to this solicitation.

B.17.3. Contract quarterly reporting periods for management fees shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.18. Contract Usage Reporting Requirements.

Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:

B.18.1. Strategic.Sourcing@omes.ok.gov

B.18.2. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.18.3. Contract quarterly periods for usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.19. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your Proposal that would indicate energy savings.

B.20. Subcontractor

The successful supplier shall be responsible for subcontractor payments and contract performance, to the extent of the services to be performed by subcontractors. Payments to sub-contractors shall not rely upon receiving payments from the State. The successful supplier is required to have substantially financial stability to support their business operations.

B.21. Conflict of Interest

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose within the proposal the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers 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.22. 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. If the supplier uses

B.23. Required Delivery

Delivery shall be made as ordered by the agency.

B.24. Product Availability

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

B.20 State Fleet Fuel Card

Successful supplier must accept the State of Oklahoma Fleet card currently a MasterCard as the payment method for State Agencies. Level 3 transaction reporting may be required which provides in detail the service and parts associated with the transaction. Acceptance of the State of Oklahoma Purchase Card is required and failure to accept the card will be cause for rejection of your proposal.

SIGNATURE OF ACCEPTANCE: _____ **DATE:** _____

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

The intent of this solicitation is to establish a contract with vehicle repair facilities to provide statewide vehicle repair services for vehicles (automobiles, passenger trucks and medium to heavy duty trucks) 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 supplier awarded contracts.

C.2. Background

- C.2.1.** The Office of Management and Enterprise Services (OMES) has the primary responsibility and oversight of developing statewide contracts for efficiency of providing services to state agencies. State agencies own vehicles used for conducting state business that require maintenance and services. Vehicles are located throughout the State of Oklahoma.
- C.2.2.** The state-owned vehicles may be comprised of Chrysler/Dodge, Ford, General Motors and Honda brands of various models and age.
- C.2.3.** The state-owned medium duty trucks between 25,500 to 66,000 lbs. and heavy duty trucks may be comprised of International, Kenworth, Mack, Sterling, Volvo, Freightliner, GMC, Ford, Chevrolet, Peterbilt, Crane, Western Star and other brands that may not be listed of various models and age.

C.3. Additional Provisions

- C.3.1.** This shall be a multiple award contract that allows state agencies to obtain vehicle repair services from any contractor issued an award resulting from this solicitation and subsequent contract.
- C.3.2.** This shall be a firm fixed price contract for diagnostic charges, labor cost with a percentage discount off list price for vehicle parts.
- C.3.3.** Services outlined in this contract shall be performed on an as needed basis
- C.3.4.** The state does not guarantee any dollar value or specify quantity of vehicle for repairs. Service requirement shall be determined by actual need.
- C.3.5.** State agencies shall pay for repair work performed on vehicles owned by the State of Oklahoma.

C.4. Scope of Work

The State of Oklahoma is seeking responsible contractors to provide vehicle repair services.

- C.4.1.** Vehicle repair services are needed in various areas of the State. Included is a map of the State of Oklahoma divided into 8 zones with each zone consisting of several counties. This map will be used in the evaluation process for identifying the geographic location of vehicle repair facilities.
- C.4.2.** Contract shall be established with vehicle repair facilities capable of performing both warranty and non-warranty vehicle repair work.

C.5. Type of Services

The State is issuing this Request for Proposal for the following Automotive Services:

- C.5.1.** Automotive repair for Ford Brand, Dodge/Chrysler/Plymouth Brand, GM Brand and Honda Brand.
- C.5.2.** Medium and Heavy Duty Truck repair and maintenance services
- C.5.3.** Vehicle Glass/Windshield Service/Replacement/Repair
- C.5.4.** Transmission Service/Installation/Repair
- C.5.5.** Car Detail Service/Repair to include Car Washing
- C.5.6.** Paint and Body Repair

C.6. Contractor's Responsibility (ALL SERVICES):

C.6.1. Authorization

No work shall be performed without prior authorization from the agency contact person. Work performed without such authorization shall be done at no cost to the State.

All vehicle repair services shall be authorized by the Agency contacts provided in the contract.

C.6.2. Prior to Repair

Before actual repair work begins, ownership of the vehicle(s) shall be established.

C.6.2.1. The contractor shall ensure the vehicles in need of repair belongs to the agency requesting the service;

C.6.2.2. The following information shall be provided in order to determine ownership of vehicle(s) requiring repair services:

C.6.2.2.1 Name of Driver;

C.6.2.2.2 Name of agency and division in which the driver is employed;

C.6.2.2.3 Make, model and VIN of vehicle;

C.6.2.2.4 Agency vehicle control number

C.6.3. Estimate

Once vehicle ownership has been established, the contractor shall provide a written estimate of the repair work and fax the written estimate to the attention of the agency contact person.

C.6.3.1. The written estimate shall be itemized, to include all cost associated with the repair of the vehicle.

C.6.3.2. The contractor shall obtain authorization from the agency contact person prior to performing any work.
Vehicle drivers are not authorized to approve any repair work to be performed.

C.6.3.3. Work performed shall not exceed the original estimate without the prior approval of the agency contact person.

C.6.3.4. The contractor shall not perform warranty repairs unless the vehicle repair facility is certified by the vehicle manufacturer of the vehicle requiring work. Repairs made which are covered by a warranty will not be paid by the state agency.

C.6.4. Subcontracting

The contractor shall retain total responsibility of all vehicle repair work performed on state vehicles. If the contractor elects to sub-contract, the state agency shall only communicate with and make payment to the party awarded the contract.

C.6.5. Storage

Vehicles that remain in the contractor's possession overnight and for an extended period shall be stored in a safe and secure location for protection from theft and environmental dangers.

C.6.6. Care of State Property

The contract shall be responsible for the proper care and custody of any state owned vehicle in the contractor's possession.

The contractor shall assume full responsibility for damage to state owned property caused by contractor's employees or equipment.

The contractor shall reimburse the State for such property loss or damage caused by the contractor.

C.6.7. Invoices

Upon completion of repair work, the final repair bill shall be faxed to the agency contact person. Invoices shall include a detailed breakdown of all charges to be paid.

To ensure prompt payment, the invoice shall include the following information:

- C.6.7.1.** Supplier's Name
- C.6.7.2.** Agency/Division Name and Address
- C.6.7.3.** Purchase Order Number
- C.6.7.4.** Vehicle make/model
- C.6.7.5.** Vehicle Identification Number (VIN)
- C.6.7.6.** Reason for repair.
- C.6.7.7.** Detailed labor hours
- C.6.7.8.** Description of repairs performed
- C.6.7.9.** All costs associated with the repair.
- C.6.7.10.** Payment remittance address;
- C.6.7.11.** Payment for services shall be made in arrears. Payment terms are Net 30. The state agency shall not make advance payments or advance deposits;
- C.6.7.12.** Payment made by State agencies shall be made by the procurement card that is issued by the State Fleet credit card in order to provide for tracking of maintenance. Other entities may use Purchase Orders or Procurement cards.

C.6.8. Capability

- C.6.8.1.** The contractor shall have the capability and capacity in all respects to fulfill requirements outlined in this solicitation.
- C.6.8.2.** The contractor shall have a full service automotive maintenance repair facility where vehicle repair work will be performed. Provide the physical address where vehicle repair work will be performed (See Section F – checklist – attachment A.
- C.6.8.3.** The vendors selected to perform the services outlined in this solicitation shall furnish all necessary supervision, labor, equipment, tools, parts, materials and supplies needed for vehicle repair work

C.6.9. Calculating Labor Rates/Hours

Supplier shall provide the price list/time guide to be used when calculating the labor rates and the number of hours required to make repairs in your response:

C.6.10. Personnel

- C.6.10.1.** All persons utilized in the performance of this contract shall be employees of the contractor and be fully qualified to perform the work required. Vehicle repair work shall be performed by ASE certified or factory trained automotive service technicians.
- C.6.10.2.** All personnel utilized in the performance of this contract shall speak fluent English, and be physically and mentally qualified to perform the services outlined in this contract.
- C.6.10.3.** The Vendor shall be responsible for ensuring all employees have a legal right to live and work in the United States. Upon request from an agency, the Vendor shall provide a copy of the Birth Certificate, Certificate of Naturalization, Immigration Card or Special Entry Permit. In addition, employee compensation must meet all applicable requirements of the Fair Labor Standards Act and Federal minimum wage laws.
- C.6.10.4.** Vehicle repair facilities shall be certified by the Vehicle manufacturer to perform warranty work for vehicles covered under a manufacturer warranty.
- C.6.10.5.** All Personnel employed by the Supplier shall be identifiable by uniform and proper identification.

C.6.11. Warranty

- C.6.11.1.** 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.

C.6.11.2. 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.

C.6.11.3. Work performed not meeting specifications, or found to be defective, shall not be accepted. The contractor shall be required to make repairs or corrections at no additional cost to the state agency

C.6.12. Certifications/Licenses

C.6.12.1. The contractor certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses, certifications, approvals, permits and all requisite documentation required by the State of Oklahoma to p perform the services covered by this contract

C.6.12.2. Upon request, the contractor shall provide a copy of the Material Safety Data Sheet to OMES Central Purchasing Division on all products used in the performance of this contract.

C.6.12.3. The Supplier shall be responsible for complying with all OSHA regulations. The supplier shall bear full responsibility for personnel training and safety.

C.6.13. Insurance

C.6.13.1. Prior to the commencement of this contract, the contractor 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.

C.6.13.2. Worker's Compensation Insurance and employer's liability insurance sufficient to cover contractor's employees as required by the State of Oklahoma. (This is also a solicitation requirement and supplier is required to provide proof with your response.)

C.6.13.3. The contractor shall obtain and maintain insurance coverage in an amount not less than \$500,000.00 at all times during the entire term of this contract. The following types of risks shall be covered in the contractor policy:

C.6.13.4. Comprehensive General Liability Insurance

C.6.13.4.1. Product/Completed Operations

C.6.13.4.2. Premises Operations

C.6.13.4.3. Personal Injury

C.6.13.4.4. Medical Expense

C.6.13.4.5. Fire Damage

C.6.13.5. Commercial Automobile Insurance

C.6.13.5.1. Hired

C.6.13.5.2. Non-owned

C.6.13.6. Garage keepers Liability Insurance

C.6.13.7. Commercial Property Coverage

C.6.14. Inspection

C.6.14.1. Agencies shall inspect the completed process. If the work performed does not meet specifications or is found to be defective, the Agency shall not accept the work as performed and the Vendor shall be required to make repairs or corrections at no additional cost to the State.

D. EVALUATION

- D.1.** This contract will be awarded by the best value method. Contracts shall be awarded to responsible and responsive suppliers, who meet or exceed the requirements specified in this solicitation.
- D.1.1.** The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.
- D.2.** Evaluation factors will include:
- D.2.1.** Cost for Automotive Repair Services;
- D.2.1.1.** Labor Rate: Hourly rate for labor required to make necessary repairs
- D.2.1.2.** Parts: Price quoted for parts shall be list price, less a percentage discount.
- D.2.1.3.** Diagnostic Charge; Cost for determining the malfunction of the vehicle in the event the state agency decides not to repair the vehicle
- D.2.2.** Location - The lowest price offered will not be guaranteed an award. At least one Automotive Repair Facility per zone for each make of vehicle; Chrysler/Dodge, Ford, General Motors and Honda.
- D.2.3.** Prompt pay discounts – (See A.18.3)

E. INSTRUCTIONS TO SUPPLIER

E.1. Explanation to Suppliers.

- E.1.1.** Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the **RFP**. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.

E.2. RFP Submission Format

- E.2.1.** Supplier is to submit one (1) hard copy of their response and one (1) complete copy of their response on Two (2) CD's which includes the completed proposal including the scanned images of the required OMES signed forms. Also, the Supplier's URL for their searchable catalog is to be listed on that CD or their searchable catalog(s) is to be submitted on a separate CD. CD(s) must be unprotected documents. An original hard copy is required, however, faxed or emailed responses will not be accepted. Please mark the CD's with the company name, solicitation number, and closing date.
- E.2.2.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.2.3.** Please ensure that your Discs are marked clearly with the RFP Number.
- E.2.4.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.3. Response Instructions

- E.3.1.** All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail Theresa.johnson@omes.ok.gov and received by the contracting officer on or before 5:00 p.m. ("CST"), on February 23, 2017. Questions must reference the identifying solicitation number.
- E.3.2.** Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CST) February 23, 2017 will not be accepted, reviewed or responded to.
- E.3.3.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Central Purchasing

Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

E.4. Preparation of Proposals.

- E.4.1.** Suppliers are not required to be all-inclusive in their capability in order to perform services on this contract. Therefore, suppliers responding to this Request for Proposal are not expected to quote on all services requested.
- E.4.2.** Supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.4.3.** Suppliers should only quote on the specific service or services you offer according to the requirements stated within this document. Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.
- E.4.4.** All costs related to the preparation of this solicitation and any related activities are the sole responsibility of the supplier. OMES Central Purchasing division assumes no liability for any cost incurred by the supplier in the preparation of their solicitation response.
- E.4.5.** Each supplier shall provide the information required by the solicitation. Proposals shall be typewritten or written in ink; Penciled proposals will not be accepted. Erasures or other changes **shall be initialed** by the person signing the proposals.
- E.4.6.** Unit price shall be entered on the form provided or a copy thereof.
- E.4.7.** The State reserves the right to accept by item, groups of items or by the total proposal.
- E.4.8.** The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

E.5. Amendments to Request for Proposal.

- E.5.1.** (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- E.5.2.** (b) Suppliers shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. Central Purchasing must receive the acknowledgment by the opening time and date specified for receipt of proposals.

E.6. Proposal Compliance.

- E.6.1.** The state reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. A proposal shall be rejected when the supplier imposes terms or conditions that would modify requirements of the RFP or limit the supplier's liability to the State.

F. CHECKLIST - ATTACHMENT A

LOCATION OF AUTO OR TRUCK REPAIR SHOPS

LOCATION 1 - NAME OF COMPANY:

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTACT NAME: _____

PHONE: _____ **FAX:** _____

LOCATION 2 - NAME OF COMPANY:

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTACT NAME: _____

PHONE: _____ **FAX:** _____

LOCATION 3 - NAME OF COMPANY:

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTACT NAME: _____

PHONE: _____ **FAX:** _____

LOCATION 4 - NAME OF COMPANY:

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTACT NAME: _____

PHONE: _____ **FAX:** _____

**IF SUPPLIER HAS MORE THAN FOUR LOCATIONS, PLEASE DUPLICATE THIS PAGE
AND ATTACH TO YOUR RESPONSE**

ATTACHMENT B

SUPPLIER QUESTIONNAIRE

Surrounding Counties you can service:

(If you have multiple locations please attach a separate sheet with the same information as above.)

Please list the brands of equipment that you are able to service and the publication used for pricing the hourly labor rate:

Which of the brands are you factory authorized from the manufacturer to work on?

Please list the brands of parts that you are able to provide:

Which of the brands of parts you are factory authorized to sell?

Lead Time for service (see C.17 Delivery Schedule) (i.e. within 24 hours of service or parts request):_____

G. OTHER

TYPE OF SERVICES - SOLICITATION SPECIFICATIONS

G.1. MAINTENANCE AND REPAIR OF BRAND VEHICLES

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

G.1.1. Level "A" Service

G.1.1.1. Replace engine oil and filter;

G.1.1.2. Lubricate chassis and universal joints, and CV joints, if applicable;

G.1.1.3. 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;

G.1.1.4. Check tire condition and pressure, rotate and balance, if necessary, and check spare;

G.1.1.5. Check for proper operation of the following: windshield wiper and washer, all lights and reflectors, horn, heater and air conditioner, emergency brake and radio;

G.1.1.6. Check for fluid leaks.

G.1.2. Level "B" Service

G.1.2.1. All Level A services;

G.1.2.2. Minor tune and filters to include replace PCV valve and clean/protect battery terminal ends, replace air filter and breather elements, replace fuel filter;

G.1.2.3. Check engine;

G.1.2.4. Check brakes;

G.1.2.5. Check shocks;

G.1.2.6. For rear drive vehicles, check front wheel bearings and for front drive vehicle check drive axle boots.

G.1.3. Level "C" Service

G.1.3.1. All Level A services;

G.1.3.2. Service transmission;

G.1.3.3. Replace all belts;

G.1.4. Additional Services

G.1.4.1. Inspect for wear, proper operation, leaks and note defects on service report and report defects to OMES Fleet Management Service Management to include: engine, air filter, breather element, drive belts (including serpentine), undercarriage, exhaust system, lights and turn signals;

G.1.4.2. Engine Diagnostic, drive ability problems, and repairs;

G.1.4.3. Drive train problems, transmission, differential, and repairs;

G.1.4.4. Brakes, Steering and suspension problems and repairs;

G.1.4.5. Air conditioning and related problems, and repairs;

G.1.4.6. Electrical problems and repairs;

G.1.4.7. Front end and 4-wheel alignment.

G.1.5. See Section H to complete pricing information

G.2. VEHICLE GLASS/WINDSHIELD SERVICE/REPLACEMENT/REPAIR

This contract shall cover automotive and truck glass replacement services for vehicles owned by the State of Oklahoma.

G.2.1. The contractor shall have the trained personnel, glass inventory, facilities, and equipment/materials/supplies necessary to perform services specified in this contract.

G.2.2. Contractor's Responsibility

G.2.2.1. The contractor shall furnish all necessary supervision, labor, tools, equipment, parts, materials, supplies and transportation required to perform the services specified in this contract.

G.2.2.2. The contractor shall provide only qualified personnel, certified and trained in the performance of automotive glass repair/replacement services.

G.2.2.3. Technicians performing automotive glass repair/replacement services on State vehicles shall be certified with the National Glass Association (NGA) as an Auto Glass Technician (CAGT) and/or Master Auto Glass Technician (CMAGT).

G.2.2.4. Documentation must be provided with proposal response that will validate the glass technicians performing repairs on state vehicles are currently certified with the NGA.

G.2.3. Removal of broken/cracked glass, replacing with new glass and seals, and adjust lubricate, as necessary, for proper operation shall be included in the labor solicitation price.

G.2.3.1. The contractor shall be responsible for removing and disposing as debris resulting from glass repair/replacement services.

G.2.3.2. All disposals shall be carried out in accordance with all applicable local, state and federal regulations.

G.2.3.3. The contractor shall not utilize owner's on-site trash bin for disposal of debris resulting from glass repair/replacement services.

G.2.3.4. After the completion of each new automotive glass installation, the new glass shall be free of leaks, cracks, chips, wind noise and be air and water tight.

G.2.3.5. All door glass replacement shall be capable of being easily rolled up and down by its mechanism.

G.2.3.6. The cost for glass replacement service including requirement of special tools, installation kits and special materials necessary to perform service shall be included in the glass replacement solicitation price.

G.2.3.7. Broken glass and related debris shall be vacuumed from vehicle interior. Windows shall be cleaned and excess sealer shall be removed.

G.2.4. The contractor shall maintain mobile units capable of providing on-site glass repair and replacement services.

G.2.5. All glass repair/replacement services shall be performed during business hours of 7:30am – 4:30 pm on-site within 24 hours of telephone notification at state locations

G.2.6. Any person on-site performing automotive glass repair/replacement services shall be identifiable uniform, proper identification and a marked vehicle.

G.2.6.1. The contractor must be capable of providing automotive glass repair/replacement services for multiple locations throughout the State of Oklahoma

G.2.7. Glass Requirements

G.2.7.1. Automotive glass furnished under this contract should be original factory installed glass. If available and acceptable to the end user Aftermarket glass is acceptable.

G.2.7.2. Glass products shall meet the requirement of ANSI/SAE Z26.1 as required by Federal Motor Vehicle Safety Standards No. 205.

G.2.7.3. Curved laminated glass shall be used for windshield(s).

G.2.7.4. Tempered automotive glass shall be used for all other replacement(s).

G.2.7.5. Full cut urethane insulation shall be used to prevent glass fallouts during roll overs and airbag discharges.

G.2.8. Warranty

G.2.8.1. The contractor warrants that all articles, materials, and services performed and parts supplied shall be equal to or exceed the original equipment manufacturer's warranty requirements.

G.2.8.2. The contractor shall state the terms and conditions of guarantees and/or warranties for both services performed and parts supplied for automotive glass repair/replacement work.

List warranties for:

G.2.8.2.1. Labor:_____.

G.2.8.2.2. Parts:_____.

G.2.8.3. The contractor warrants that all articles, materials and parts furnished and services performed under this contract shall be free from defects in materials and workmanship, are installed properly and in accordance with the manufacturer recommendations.

G.2.8.4. Work performed not meeting specifications, or found to be defective, shall not be accepted. The contractor shall be required to make repairs or corrections at no additional cost to the State.

G.2.9. Storage

G.2.9.1. Vehicles that remain in the contractor's possession overnight or for extended periods, shall be stored in a safe and secure location for protection from theft and other environmental dangers.

G.2.10. See Section H to complete pricing information

G.3. ATTACHMENT “E” TRANSMISSION SERVICE/REPLACEMENT/REPAIR

WORK REQUIREMENTS

- G.3.1.** The contract shall be for complete installation including the transmission, torque converter, fluids and labor.
- G.3.2.** Transmissions shall include converters.
- G.3.3.** Re-Manufactured or rebuilt transmissions will include all manufacturer updates and modifications for that transmission.
- G.3.4.** Re-Manufactured transmissions will perform to OEM specifications and contain all new OEM or equivalent parts. The transmission housing may be used.
- G.3.5.** Rebuilt transmissions will contain a new rebuild kit and other new or used parts as necessary to repair the transmission to OEM specifications.
- G.3.6.** The vendor must be able to provide accurate diagnostic service and repair for all component parts as needed including any testing and repairs to any electronic system or component associated with the transmission or exchange transmissions including removing old transmission from vehicle and installing and adjustment of rebuilt transmission.

VENDOR RESPONSIBILITY

- G.3.7.** The Vendor shall provide trained, certified personnel, supervision, tools, equipment, parts, materials, supplies and necessary transportation required to perform the services specified in this contract. Documentation must be provided with solicitation response that will validate certification.
- G.3.8.** The Vendor certifies that, at the time of entering into the contract, it has currently in effect all necessary licenses, certifications, approvals and permits as required by the State Of Oklahoma to properly perform the services covered by this contract.
- G.3.9.** The Vendor shall be responsible for complying with all OSHA regulations. The Vendor shall bear full responsibility for personnel training and safety.
- G.3.10.** The Vendor shall be responsible for ensuring all employees have a legal right to live and work in the United States. Upon request from Agencies, the Vendor shall provide a copy of the Birth Certificate, Certificate of Naturalization, Immigration Card or Special Entry Permit. In addition, employee compensation must meet all applicable requirements of the Fair Labor Standards Act and Federal minimum wage laws.
- G.3.11.** All Personnel employed by the Vendor shall be identifiable by uniform and proper identification.

INSPECTION AND QUALITY REPORTING

- G.3.12.** The vendor shall provide all warranties covering transmission, parts, removal and labor.
- G.3.13.** Warranties shall include mileage and age limits and specify any exceptions or limitations.
- G.3.14.** The minimum warranty for re-manufactured transmissions shall be one (1) year or 12,000 miles.
- G.3.15.** The minimum warranty for rebuilt transmissions shall be six (6) months or 6,000 miles.

- G.3.16.** Agency shall inspect the completed process. If the work performed does not meet specifications or is found to be defective, the Agency shall not accept the work as performed and the Vendor shall be required to make repairs or corrections at no additional cost to the State.

DELIVERY

- G.3.17.** The Agency will deliver vehicles to the Vendor's location and pick them up when the service is completed.
- G.3.18.** The cost of the repair work will include Transmission, Torque Converter, Fluids, Labor and installation. Transmissions and converters will be priced as one unit.

See Section H to complete pricing information

G.4. PAINT AND BODY

WORK REQUIREMENTS

- G.4.1.** All phases of body repair, including frame straightening, re-upholstering and repair, painting and alignment
- G.4.1.1.** Repair major and minor wrecks.
 - G.4.1.2.** Recondition equipment.
 - G.4.1.3.** Dent, scrape and scratch removal
 - G.4.1.4.** Frame and body component repair
 - G.4.1.5.** Re-priming and painting
 - G.4.1.6.** Undercarriage and suspension rebuilding
 - G.4.1.7.** Painting of vehicles
 - G.4.1.8.** Upholstering
- G.4.2.** Supplemental repairs not originally identified on work estimates must be approved by the agency prior to the actual work being performed.
- G.4.3.** The vendor may subcontract repairs performed under this contract.
- G.4.4.** All parts used to repair the vehicles covered under the contract shall equal the original equipment manufacturers specifications. The agency reserves the right to supply their own parts or specify a specific brand or type of repair parts.

VENDOR RESPONSIBILITY

- G.4.5.** The Vendor shall provide trained, certified personnel, supervision, tools, equipment, parts, materials, and supplies required to perform the services specified in this contract. Documentation must be provided with the response that will validate certification.
- G.4.6.** Warranties shall include length of coverage for serviceability, paint, and assembly and shall specify any exceptions or limitations.

DELIVERY

- G.4.7.** The vendor shall pick up all vehicles from agency locations and deliver to the vendor repair location. Upon completion of the repair the vendor will deliver the vehicle back agency location.

See Section H to complete pricing information

G.5. VEHICLE DETAIL

WORK REQUIREMENTS

To provide vehicle detailing services for the various makes and model of vehicles owned and/or maintained by the State.

STATEMENT OF WORK

- G.5.1.** The contractor(s) shall furnish all necessary supervision, trained personnel, communication tools, equipment, cleaning supplies and other accessories required to perform the services specified in this request for proposal and subsequent contract.

- G.5.2.** The contractor(s) shall provide a permanent fixed-site facility where vehicle detailing services shall be performed.

Below categorizes the type of services the contractor shall be required to perform in providing vehicle detailing services.

G.5.3. Complete detail

Complete detail shall include waxing and/or compounding the exterior of the vehicle. The appearance of the vehicle shall be returned as close as possible to the original factory condition.

- G.5.3.1.** Exterior surface detailing shall include all outer parts of the vehicle. This includes windows surfaces, hood, top, sides, rear deck, tires, wheels, rims, and fenders. Clean and dress wheels, paint wheels as necessary. Clean undercarriage. Excess water shall be removed from vehicle. Remove all road tar and oils residue. Interior cleaning shall include the dashboard, console, steering wheel, back and front seats, door panels, window surfaces, ashtrays, mirror, plexiglass partition (where applicable), vacuuming of interior floor (to include under seats and cleaning of floor mats), shampoo and dressing, including carpets, seats and headliner, remove all spots, stains and dirt from front and rear seats and remove any trash or litter. Interior cleaning of vans and wagons includes rear storage portion of vehicle. Clean trunk area. Clean engine and paint, when necessary

G.5.4. Exterior detail

- G.5.4.1.** Exterior detail shall include waxing and/or compounding the outer parts of the vehicle. The appearance of vehicle shall be returned as close as possible to the original factory condition. This includes window surfaces, hood, top, sides, rear deck, tires, wheels, rims, and fenders. Clean and dress wheels, paint wheels as necessary. Clean undercarriage. Excess water shall be removed from vehicle. Remove all road tar and oil residue.

G.5.5. Interior detail

Interior cleaning shall include the dashboard, console, steering wheel, back and front seats, door panels, window surfaces, ashtrays, mirror, plexiglass partition (where applicable), vacuuming of interior floor (to include under seats and cleaning of floor mats), shampoo and dressing, including carpets, seats and headliner, remove all spots, stains and dirt from front and rear seats and remove any trash or litter. Interior cleaning of vans and wagons including rear storage portion of vehicle. Clean trunk area. Clean engine and paint when necessary. .

G.5.6. Shampoo carpet only

G.5.7. Removal of decals

This is for the removal of State applied decal. Do not remove original factory decal. Contractor shall be notified which decals to be removed.

QUALITY AND ACCEPTABILITY OF WORK

- G.5.8.** Vehicle detailing services shall be completed within a twenty-four (24) hour turn-around time.

G.5.9. The pick-up and delivery of vehicles for detailing shall be determined by the Agency.

G.5.10. Vehicle detailing services not meeting specifications or found to unsatisfactory, shall not be accepted.

G.5.11. The contractor shall be required to make corrections and/or repeat performance of detailing services, at no additional cost to the State.

DELIVERY

G.5.12. Only individuals with a valid driver's license to operate a vehicle in the State of Oklahoma shall be permitted to transport vehicles owned and/or maintained by DCS Fleet Management Division.

G.5.13. Contractor's personnel are required to possess identification cards. Upon the request of the agency the contractor's personnel shall be able to present their identification card showing they are an employee of the contractor.

H. PRICE AND COST

H.1. AUTOMOBILE REPAIR AND MAINTENANCE

PRICING SHALL INCLUDE ALL COSTS ASSOCIATED WITH AUTO REPAIR SERVICES.
AUTOMOTIVE REPAIR SERVICES.

AUTOMOBILE REPAIR SERVICES, LABOR RATE:

YEAR ONE: \$_____

OPTION YEAR ONE: \$_____

OPTION YEAR TWO: \$_____

OPTION YEAR THREE: \$_____

OPTION YEAR FOUR: \$_____

PARTS, AT LIST PRICE, LESS A PERCENTAGE DISCOUNT:

YEAR ONE: _____%

OPTION YEAR ONE: _____%

OPTION YEAR TWO: _____%

OPTION YEAR THREE: _____%

OPTION YEAR FOUR: \$_____

COST FOR TROUBLE SHOOTING OR DIAGNOSTIC CHARGE:

YEAR ONE: \$_____

OPTION YEAR ONE: \$_____

OPTION YEAR TWO: \$_____

OPTION YEAR THREE: \$_____

OPTION YEAR FOUR: \$_____

NAME OF PUBLICATION(S) USED FOR DETERMINING LABOR RATES AND LABOR HOUR:

H.2. MEDIUM AND HEAVY DUTY TRUCK REPAIR AND MAINTENANCE

THIS SECTION IS FOR SUPPLIERS WHO CAN REPAIR MEDIUM AND HEAVY DUTY TRUCKS. AUTOMOTIVE REPAIR SHOPS DO NOT NEED TO FILL IN THIS SECTION.

REPAIR SERVICES, LABOR RATE:

YEAR ONE: \$ _____

OPTION YEAR ONE: \$ _____

OPTION YEAR TWO: \$ _____

OPTION YEAR THREE \$ _____

OPTION YEAR FOUR: \$ _____

PARTS, AT LIST PRICE, LESS A PERCENTAGE DISCOUNT:

YEAR ONE: _____%

OPTION YEAR ONE: _____%

OPTION YEAR TWO: _____%

OPTION YEAR THREE: _____%

OPTION YEAR FOUR: \$ _____

COST FOR TROUBLE SHOOTING OR DIAGNOSTIC CHARGE:

YEAR ONE: \$ _____

OPTION YEAR ONE: \$ _____

OPTION YEAR TWO: \$ _____

OPTION YEAR THREE: \$ _____

OPTION YEAR FOUR: \$ _____

NAME OF PUBLICATION(S) USED FOR DETERMINING LABOR RATES AND LABOR HOUR:

H.3. GLASS/WINDSHIELD SERVICE/REPLACEMENT/REPAIR

Pricing shall include all necessary supervision, labor, tools, equipment, parts, materials, supplies and transportation required to perform the services.

REPAIR SERVICES, LABOR RATE:

YEAR ONE: \$ _____

OPTION YEAR ONE: \$ _____

OPTION YEAR TWO: \$ _____

OPTION YEAR THREE \$ _____

OPTION YEAR FOUR: \$ _____

PARTS, AT LIST PRICE, LESS A PERCENTAGE DISCOUNT:

YEAR ONE: _____%

OPTION YEAR ONE: _____%

OPTION YEAR TWO: _____%

OPTION YEAR THREE: _____%

OPTION YEAR FOUR: \$ _____

H.4. TRANSMISSION SERVICE, REPLACEMENT AND REPAIR PRICING

Pricing shall be in the form of a discount from "List price". The pricing shall include all costs; re-manufacturing, rebuilding and installation of transmissions with converters, fluids and all trained personnel, supervision, tools, equipment, parts, materials, supplies and necessary transportation required to perform the services specified in this contract.

LABOR RATE PER HOUR:

YEAR ONE: \$ _____

OPTION YEAR ONE: \$ _____

OPTION YEAR TWO: \$ _____

OPTION YEAR THREE: \$ _____

OPTION YEAR FOUR: \$ _____

PARTS, AT LIST PRICE LESS PERCENTAGE DISCOUNT:

YEAR ONE: _____%

OPTION YEAR ONE: _____%

OPTION YEAR TWO: _____%

OPTION YEAR THREE: _____%

OPTION YEAR FOUR: _____%

Do the services meet specifications? ____Yes ____No

Vendor Remarks:

H.5. PAINT AND BODY PRICING

LABOR RATE PER HOUR:

YEAR ONE: \$_____

OPTION YEAR ONE: \$_____

OPTION YEAR TWO: \$_____

OPTION YEAR THREE: \$_____

OPTION YEAR FOUR: \$_____

UNIBODY AND FRAME REPAIR RATE PER HOUR:

YEAR ONE: \$_____

OPTION YEAR ONE: \$_____

OPTION YEAR TWO: \$_____

OPTION YEAR THREE: \$_____

OPTION YEAR FOUR: \$_____

PARTS PRICING SHALL BE IN THE FORM OF A DISCOUNT FROM LIST PRICE

YEAR ONE: _____%

OPTION YEAR ONE: _____%

OPTION YEAR TWO: _____%

OPTION YEAR THREE: _____%

OPTION YEAR FOUR: _____%

**VENDOR PLEASE SPECIFY COST LIST USED, I.E.:
WHOLESALE, RETAIL, DISTRIBUTOR, ETC**

H.6. UPHOLSTERING

Upholstering services including repair or replace seats and/or trim.

LABOR RATE PER HOUR:

YEAR ONE: \$ _____

OPTION YEAR ONE: \$ _____

OPTION YEAR TWO: \$ _____

OPTION YEAR THREE: \$ _____

OPTION YEAR FOUR: \$ _____

MATERIALS, LIST PRICE LESS DISCOUNT:

YEAR ONE: _____ %

OPTION YEAR ONE: _____ %

OPTION YEAR TWO: _____ %

OPTION YEAR THREE: _____ %

OPTION YEAR FOUR: _____ %

VENDOR PLEASE SPECIFY COST LIST USED, I.E.: WHOLESALE, RETAIL, DISTRIBUTOR, ETC

H.7. PAINT - Paint Charges (Entire Vehicle)

Sale cars and utility i.e., Expeditions, Broncos, Tahoe's, etc. One Color Fill 7 holes (Maximum) Machine sand ships and scratches.

YEAR ONE: \$_____

OPTION YEAR ONE: \$_____

OPTION YEAR TWO: \$_____

OPTION YEAR THREE: \$_____

OPTION YEAR FOUR: \$_____

Reissue cars and utility vehicles. One Color. Fill 7 holes (Maximum) machine sand chips and scratches.

YEAR ONE: \$_____

OPTION YEAR ONE: \$_____

OPTION YEAR TWO: \$_____

OPTION YEAR THREE: \$_____

OPTION YEAR FOUR: \$_____

Reissue cars and utility vehicles. One Color. Fill 7 holes (Maximum) machine sand chips and scratches. Add paint door jams.

YEAR ONE: \$_____

OPTION YEAR ONE: \$_____

OPTION YEAR TWO: \$_____

OPTION YEAR THREE: \$_____

OPTION YEAR FOUR: \$_____

Paint Charges (Partial Vehicle) Paint doors and quarters for sale cars.

YEAR ONE: \$_____

OPTION YEAR ONE: \$_____

OPTION YEAR TWO: \$_____

OPTION YEAR THREE: \$_____

OPTION YEAR FOUR: \$_____

H.8. VEHICLE DETAIL PRICING –

H.8.1. Supplier shall provide pricing for each vehicle detail services listed for each vehicle category.

YEAR ONE	Complete Detail	Exterior Detail	Interior Detail	Shampoo Carpet Only	Removal of Decals
Cars	\$	\$	\$	\$	\$
Mini Vans	\$	\$	\$	\$	\$
Full Size Van	\$	\$	\$	\$	\$
Truck up to 1 ton	\$	\$	\$	\$	\$
Truck over 1 ton	\$	\$	\$	\$	\$

OPTION YEAR ONE	Complete Detail	Exterior Detail	Interior Detail	Shampoo Carpet Only	Removal of Decals
Cars	\$	\$	\$	\$	\$
Mini Vans	\$	\$	\$	\$	\$
Full Size Van	\$	\$	\$	\$	\$
Truck up to 1 ton	\$	\$	\$	\$	\$
Truck over 1 ton	\$	\$	\$	\$	\$

OPTION YEAR TWO	Complete Detail	Exterior Detail	Interior Detail	Shampoo Carpet Only	Removal of Decals
Cars	\$	\$	\$	\$	\$
Mini Vans	\$	\$	\$	\$	\$
Full Size Van	\$	\$	\$	\$	\$
Truck up to 1 ton	\$	\$	\$	\$	\$
Truck over 1 ton	\$	\$	\$	\$	\$

OPTION YEAR THREE	Complete Detail	Exterior Detail	Interior Detail	Shampoo Carpet Only	Removal of Decals
Cars	\$	\$	\$	\$	\$
Mini Vans	\$	\$	\$	\$	\$
Full Size Van	\$	\$	\$	\$	\$
Truck up to 1 ton	\$	\$	\$	\$	\$
Truck over 1 ton	\$	\$	\$	\$	\$

OPTION YEAR FOUR	Complete Detail	Exterior Detail	Interior Detail	Shampoo Carpet Only	Removal of Decals
Cars	\$	\$	\$	\$	\$
Mini Vans	\$	\$	\$	\$	\$
Full Size Van	\$	\$	\$	\$	\$
Truck up to 1 ton	\$	\$	\$	\$	\$
Truck over 1 ton	\$	\$	\$	\$	\$

