



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

**Notice of Statewide Contract
Award**

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

Contract Title: ADA Transit Buses

Statewide Contract #: SW797

Contract Issuance Date: 12/01/2010

Total Number of Vendors: 3 (For details see: Vendor Information Sheet)

Contract Period: 12/01/2010 to 11/30/2011

Agreement Period: 12/01/2010 to 11/30/2013

Authorized Users: All State Departments, Boards, Commissions, Agencies, Institutions, Counties, School Districts, and Municipalities.

Contract Priority: Mandatory: Exceptions must be requested on a case by case basis

Type of Contract: Firm Fixed Price

DCS-CP Contact: Florian Giza

Phone: 1 - 405 - 522 - 3428

Title: Certified Procurement Officer

Fax: 1 - 405 - 521 - 7745

Email: Florian_giza@dcs.state.ok.us



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendors Information

Vendor Name: LASSETERT BUS COMPANY INC.

Vendor ID#: 0000077586

Vendor Address: Address: 820 OFFICE PARK CIRCLE

City: LEWISVILLE

State: TX

Zip Code: 75057-3168

Contact Person Name: Jason Roy

Phone #: 1 - 800 - 880 - 5620

Title: Sales Manager

Fax #: 1 - 972 - 221 - 5440

Email: jason@lasseter.com

Website:

Authorized Location: ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 2872

Delivery: 120 days

Minimum Order:

P/Card Accepted: ☐ Yes

☐ No

Other:

Vendor Name: NATIONAL BUS SALES AND LEASING

Vendor ID#: 0000071564

Vendor Address: Address: 800 PICKENS DRIVE

City: MARIETTA

State: GA

Zip Code: 30056

Contact Person Name: KARLA LYNCH

Phone #: 1 - 800 - 282 - 7981

Title: BID COORDINATOR

Fax #: 1 - 770 - 422 - 9007

Email: klynch@nationalbussales.com

Website:

Authorized Location: ☐ Locations listing attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 2910

Delivery: 120 days

Minimum Order:

P/Card Accepted: ☐ Yes

☐ No

Other:

Vendor Name: JOHN VANCE MOTORS, INC.

Vendor ID#: 0000074088

Vendor Address: Address: 5322 S. DIVISION

City: GUTHRIE

State: OK

Zip Code: 73044

Contact Person Name: CAMERON COLTER

Phone #: 1 - 405 - 282 – 2113X173

Title: FLEET MANAGER

Fax #: 1 - 405 - 260 - 3010

Email: cameron@vancefleet.com

Website:

Authorized Location: ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 2873

Delivery: 120 days

Minimum Order:

P/Card Accepted: ☐ Yes

☐ No

Other:

CONTRACT SPECIFICATIONS

A.1. Contract Period

- A.1.1. This contract is for a twelve (12) month period, commencing upon award of contract. However, the State may choose to renew the contract for up to 2, additional one year options. For contract renewal, the State will provide the Vendor with proposed pricing for the extended year, and the Vendor will have the option to accept or reject State's offer.

A.2. Type of Contract

- A.2.1. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

A.3. Mandatory Contract

- A.3.1. This contract is mandatory for State of Oklahoma agencies.

A.4. Required Delivery

- A.4.1. Delivery should be made within **120** calendar days after receipt of order by the successful vendor. If circumstances beyond the control of the vendor causes 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.
- A.4.2. The base price for a vehicle is to include delivery within 150 miles from the awarded dealers 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 Full 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.
- A.4.3. 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 full tank of gas.

A.5. 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.

A.6. Extension of Contract

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

A.7. Prompt Payment Discounts

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

A.8. Gratuities

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 or the Copier RFP Evaluation Team.

A.9. Warranty

- A.9.1. 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.

A.10. Contractor Invoices

- A.10.1.** 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.
- A.10.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- A.10.3.** 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.
- A.10.4.** 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.

A.11. Contract Usage Reporting Requirements

The vendor is required to provide quarterly reports using the attached template (See Section G, Attachment I). The report shall be received within 30 calendar days following the reporting period described herein.

- A.11.1.** 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.
- A.11.2.** Reports shall be submitted quarterly regardless of quantity.
- A.11.3.** Contract quarterly reporting periods & due dates shall be:
- October 1 through December 31, Reporting due date: January 15
 - January 1 through March 31, Reporting due date: April 16
 - April 1 through June 30, Reporting due date: June 18
 - July 1 through September 30, Reporting due date: October 15
- A.11.4.** Reports should be submitted using the attached Excel template (See Section G, Attachment H)
- A.11.5.** Usage Reports shall be submitted electronically to Central Purchasing, via email or CD to the contracting officer stated in this solicitation, in an Excel Format using the enclosed spreadsheet (Section G, Attachment H) within 30 calendar days upon completion of performance quarter period cited in paragraph below of this contract provision.
- A.11.6.** Failure to provide usage reports may result in: Cancellation or suspension of contract
- A.11.7.** The quarterly reports template (Section G, Attachment H) includes the following information:
- Note: The attached excel spreadsheet (Attachment I) must be used for submitting quarterly reports.**
- Usage Reports shall be delivered to Central Purchasing, 2401 N. Lincoln, Suite 116, Oklahoma City, OK, 73105 within 30 calendar days upon completion of performance quarter period cited in paragraph "B15.3" of this contract .
- Information on reports shall reflect vehicles Invoiced and delivered during each quarter.**

A.12. Product Acceptability

- A.12.1.** Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

A.13. Product Availability

- A.13.1.** 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.

A.14. Price Adjustments

- A.14.1.** 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.
- A.14.2.** 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.

A.15. Extension of Retail Price with Rebates over Contract Price

- A.15.1.** If the Retail price is lower than the contract price due to promotions or discounts, the Vendor shall charge the State the Retail price.
- A.15.2.** Any other instance that causes the Retail price to be lower than the contract price, the Vendor shall charge the State the Retail price.

A.16. Negotiations

The offeror is advised that under the provisions of this Request for Proposal, the Central Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations.

The State may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Offeror should not expect that the State will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation.

If such negotiations are conducted, the following conditions shall apply:

- A.16.1.** Negotiations may be conducted in person, in writing, or by telephone.
- A.16.2.** Negotiations will only be conducted with potentially acceptable proposals. The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- A.16.3.** Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror 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 proposal.
- A.16.4.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Central Purchasing Division determines that a change in such requirements is in the best interest of the State of Oklahoma.
- A.16.5.** BEST and FINAL. We may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and condition set forth in this solicitation.

A.17. State and Federal Taxes

- A.17.1.** Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

A.18. Conflict of Interest

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.

A.19. Patents and Royalties

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.

A.20. Authorized Representative

A.20.1. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification. **Only Entities licensed to sell vehicles within the State of Oklahoma will be awarded on this contract.** Proposers should submit a copy of their license with the RFP response.

A.21. Oral Agreements

A.21.1. 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.

A.22. Contract Management Fees

A.22.1. The Central Purchasing Division shall be paid a Contract Management Fee of one percent of all transactions purchased by any entity using this contract. The Contract Management Fee shall be noted on the quarterly reports and paid by the vendor to Central Purchasing Division within 30 days from the completion of the quarterly reporting period. The Contract Management Fee shall be sent to the attention of the contracting officer identified on this solicitation to:

DEPARTMENT OF CENTRAL SERVICES, CENTRAL PURCHASING DIVISION
PO BOX 528803
OKLAHOMA CITY, OK 73152-8803
ATTENTION: FLORIAN GIZA.

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 BIDDERS RESPONSE TO THIS SOLICITATION.

B.23. DELIVERY REQUIREMENT:

UPON DELIVERY OF THE VEHICLE(S), THE VEHICLE'S ORIGINAL CERTIFICATE(S) OF ORIGIN AND INVOICE(S) MUST BE DELIVERED TO THE ORGANIZATION NAMED ON THE PURCHASE ORDER WITHIN TEN(10) DAYS AFTER THE PURCHASING ORGANIZATION NOTIFIES THE VENDOR THAT THEY ARE ACCEPTING THE VEHICLE(S). THE NOTARY DATE ON THE BACK OF THE MSO(S) MUST NOT PRECEDE THE DATE OF THE NOTICE OF ACCEPTANCE. FOR THE PURPOSE OF THIS SPECIFICATION ACCEPTANCE OF A VEHICLE SHALL MEAN THAT THE BUYER HAS INSPECTED THE VEHICLE, ALL DEFECTS HAVE BEEN RESOLVED AND ALL FTA REQUIREMENTS HAVE BEEN MET.



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000077586
LASSETER BUS COMPANY INC
820 OFFICE PARK CIR
LEWISVILLE TX 75057-3168

Contract ID			Page	
0000000000000000000000002872			1 of 1	
Contract Dates		Currency	Rate Type	Rate Date
12/01/2010 to 11/30/2011		USD	CRRNT	PO Date
Description:			Contract Maximum	
SW797-ADA-TRANSIT-BUSES			0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	1000008923 MINI BUS: 24' 12 Passenger MFSAB-ADA Transit 24X12 MFSAB STARTRANS ADA TRANSIT BUS \$63,269.00	1.00	0.00	0.00	0.00
Contract Base Pricing		0.01000	EA	0001	

COMMENTS:

ALL PRICING, SPECIFICATIONS, TERMS, AND CONDITIONS AS PER RFQ# SW797RE-BID

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



Dispatch via Print

Tax Exempt? Y Tax Exempt ID:736017987

Contract Base Pricing	0.01000	EA	0001
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COMMENTS:

ALL PRICING, SPECIFICATIONS, TERMS, AND CONDITIONS

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000071564
 NATIONAL BUS SALES & LEASING INC
 PO BOX 6549
 MARIETTA GA 30065-0549

Contract ID 0000000000000000000000002910			Page 1 of 1	
Contract Dates 03/11/2011 to 11/30/2011		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW797			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	1000008920 MINI BUS: 24' 12 Passenger ADA Transit GLAVAL 24' 12 PASSENGER ADA TRANSIT BUS \$53967.00 / EA Contract Base Pricing 0.01000 EA 0001	1.00	0.00	0.00	0.00
2	1000008921 MINI BUS: 24' 15 Passenger ADA Transit GLAVAL 24' 15 PASSENGER ADA TRANSIT BUS \$54,744.00 / EA Contract Base Pricing 0.01000 EA 0001	1.00	0.00	0.00	0.00
3	1000008922 MINI BUS: 26' 14 Passenger ADA Transit GLAVAL 26' 14 PASSENGER ADA TRANSIT BUS \$55,018.00 Contract Base Pricing 0.01000 EA 0001	1.00	0.00	0.00	0.00
4	1000008924 MINI BUS: 24' 20 Passenger ADA Transit GLAVAL 24' 20 PASSENGER ADA TRANSIT BUS \$56,669.00 / EA Contract Base Pricing 0.01000 EA 0001	1.00	0.00	0.00	0.00
5	1000008925 MINI BUS: 26' 20 Passenger ADA Transit GLAVAL 26' 20 PASSENGER ADA TRANSIT BUS \$57,264.00 / EA Contract Base Pricing 0.01000 EA 0001	1.00	0.00	0.00	0.00
6	1000008926 MINI BUS: 21' 10 Passenger ADA Transit GLAVAL 21' 10 PASSENGER ADA TRANSIT BUS \$50,282.00 / EA Contract Base Pricing 0.01000 EA 0001	1.00	0.00	0.00	0.00

COMMENTS:

CONTRACT PERIOD FROM 12/01/2010 TO 11/30/2011 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature