

**RFP 25-81260: Law Enforcement Vehicles  
Attachment H: Minimum Requirements  
Indiana Department of Administration (IDOA)**

**1.4.1 Minimum Specifications and Standards**

The Respondent shall ensure all Motor Vehicles and Options offered under this Contract comply with the following:

- Designed, constructed, equipped, assembled, and installed to be fully suitable for their intended use, purpose, and service pursuant to this Scope of Work.
- New (except as specified in the Transportation and Delivery section of this Scope of Work), for the Manufacturer's latest Model year available, of current or recent production, and of the latest available design and construction.
- Include all features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current procedures and requirements for the applicable Manufacturer's Motor Vehicles.
- Free of damage, defect, and rust which may affect appearance, operability, functionality, or serviceability.
- Motor Vehicles and Options ordered by the Customer are fully compatible with each other.
- Comply with current legal, customary, reasonable, and professional standards of the Motor Vehicle and transportation equipment manufacturing industry.
- Comply with current mandatory and applicable federal and Motor Vehicles standards and requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

| Read and Agree  | Initial   |
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**1.4.2 Advertising and Marketing**

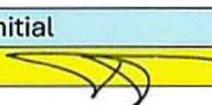
No Dealer's advertising and identification (name, logos, etc.) is permitted on any Commodity offered under this Contract. The Manufacturer's advertising and identification (name, Model, logos, etc.) is permitted on any Commodity provided under this Contract if such advertising and identification is a Manufacturer's practice. The Respondent shall be responsible for removing, without damage, all impermissible or unacceptable advertising and identification. The Department and Customers reserve the right to, in their sole discretion, determine what advertising and identification is considered unacceptable under this Contract.

| Read and Agree | Initial   |
|----------------|---|
| ✓ Agree        |  |

**1.4.3 Luxury, Performance, or Sport Motor Vehicles or Options**

Unless otherwise indicated in Cost Sheet (Group 1), no luxury, performance, or sport Motor Vehicles or Options shall be permitted under this Contract. The Contract Manager shall determine what is considered luxury, performance, or sport which includes, but is not limited to:

- Coupes (unless specified in Group 1), two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.
- Leather upholstery (seats or interior), sunroofs, moon roofs, and non-standard navigation systems.

| Read and Agree | Initial   |
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| ✓ Agree        |  |

**1.4.4 Installation**

When installation is required, the Respondent shall be responsible for ensuring the installation of the Options in the required locations at no additional charge, as specified in the Charges and Fees section. Options shall be assembled and installed by the Manufacturer or Dealer. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance or render it structurally or operationally unsound. Installation includes the furnishing of any materials required to install or replace the parts in the proper location. The Respondent shall protect the installation site from damage and shall repair any damages caused during installation.

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**1.4.5 Body Transfer and 3<sup>rd</sup> Party Body Installations**

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Respondent must comply with Federal Safety Standards and perform Manufacturer required pre-delivery inspection. The Respondent shall inform the Customer, upon receipt of the order, of any additional charges for installation of aftermarket Options only. The Agency reserves the right to reject an installation charge, within the Agency's sole discretion, the proposed installation charge does not align with market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of a body transfer or 3<sup>rd</sup> party body installations must be included in the Motor Vehicle's price; however, an additional cost may occur for installation by the Respondent or body upfitter. The installation cost may vary due to the body configuration; however, the installation price shall be included on the Quote from the Respondent.

|   |                                     |
|---|-------------------------------------|
| Read and Agree                            | Initial                             |
| <input checked="" type="checkbox"/> Agree | <input checked="" type="checkbox"/> |

**1.4.6 Warranty Repairs and Adjustments**

All warranty repairs and adjustments are covered throughout the Contract term at no additional cost to Customer(s) or the Department. The Manufacturer shall be responsible for warranty and recall services performed, regardless of whether the Respondent actually performed the service. Nothing in this section requires or allows the Respondent to require the Customer to return the Motor Vehicle to the Respondent for warranty repairs and adjustments. The Customer shall be able to return the Motor Vehicle to any location authorized by the Manufacturer to perform warranty repairs and adjustments at no additional cost to the Customer.

- **Extended Warranty**

This Contract does not include "extended warranty" service agreements. However, the Respondent may offer Customers "extended warranty" service agreements for the maintenance and repair of Commodities after the initial warranty expires, but not as a term of this Contract. The Respondent will list this additional service as a separate item on the invoice.

|   |                                     |
|---|-------------------------------------|
| Read and Agree                            | Initial                             |
| <input checked="" type="checkbox"/> Agree | <input checked="" type="checkbox"/> |

**1.4.7 Federal and State Standards**

All requirements herein are in full and complete compliance with all federal and State of Indiana laws, standards, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Indiana laws, requirements, and regulations that apply to the type and

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class of Commodities and contractual services being provided. It is the intent of the Indiana Department of Administration to comply with all applicable federal and State of Indiana regulations regarding the Commodities and contractual services' safety and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Respondent(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of Commodities and contractual services provided. If a conflict exists, the Respondent, regardless of whether it is the Manufacturer or Dealer, shall contact the Contract Manager in writing/Email no later than 24 hours after identification of the conflict.

| Read and Agree                            | Initial   |
|---|---|
| <input checked="" type="checkbox"/> Agree |  |

**1.4.8 Warranty**

The Manufacturer's warranty shall cover all Commodities and contractual services offered under the Contract. The Manufacturer's warranty is required to provide coverage against defective material, workmanship, and failure to perform. The Manufacturer's warranty coverage shall be identical to or exceed those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state, or local governments. The Manufacturer's warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Inspection and Acceptance" section. Should the Manufacturer's warranty conflict with any requirements, terms, or conditions of the Contract, the Contract requirements, terms, and conditions shall prevail. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer warranty terms and conditions.

| Read and Agree                            | Initial   |
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| <input checked="" type="checkbox"/> Agree |  |

**1.4.9 Recalls**

In the event there is a recall of any of the Motor Vehicle or Options, the Respondent shall provide reasonable assistance to the Agency in developing a recall strategy and shall cooperate with the Indiana Department of Administration and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Respondent shall immediately notify and provide copies to the Agency of any communications, whether relating to recalls or otherwise, with any Customer. The Respondent shall ensure that defective Motor Vehicle and Options are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations. All Respondent efforts related to recalls shall be at Respondent's own expense.

| Read and Agree                            | Initial   |
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| <input checked="" type="checkbox"/> Agree |  |

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**1.4.10 Manufacturer's Last Order Date and Production Schedule Changes**

The Respondent shall provide notification of a Manufacturer's Last Order Date by email to the Indiana Department of Administration Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. When available, the Respondent shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Date to the Contract Manager.

The Respondent shall notify the Contract Manager in writing/Email of any production schedule changes associated with the Customer's order within one Business Day of receiving the order.

| Read and Agree | Initial |
|----------------|---------|
| ✓ Agree        | JD      |

**1.4.11 Model Additions, Replacements, and Deletions**

A new Model may be added to the Cost Sheet (Group 1 – 7) at the request of the Respondent if all of the following conditions are met and must be approved by the Indiana Department of Administration.

- The Model did not exist at the time of the original procurement.
- The Model is produced under a Brand for which the Respondent was awarded.
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions.
- The Model falls under a Sub-Group (or Group, for Groups that do not include Sub- Groups) for which the Respondent was awarded

An existing Model may be replaced by a newer Model in the Cost Sheet (Group 1 – 7) at the request of the Respondent if all of the following conditions are met and approved by the Indiana Department of Administration.

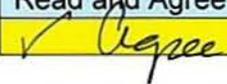
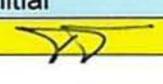
- The new Model did not exist at the time of the original procurement.
- The new Model is produced under the same Brand as the existing Model.
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions.
- The Manufacturer's intent is to replace the existing Model with the new Model; and
- The Motor Vehicle, OEM Options, and Non-OEM Options Cost offered by the Respondent for the new Model is less than or equal to the Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus for the existing Model being replaced.

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An existing Model may be deleted from Cost Sheet (Group 1 – 7) at the request of the Respondent if the Manufacturer discontinues production of the Model.

The Indiana Department of Administration Contract Manager reserves the right to delete Models, from this Contract by removing them from Cost Sheet (Group 1 – 7). Models may be removed at the sole discretion of the Indiana Department of Administration.

The Contract Manager reserves the exclusive right to approve or deny any addition, deletion, replacement, or other request under this section and to establish its effective date. Requests will be reviewed separately and accepted or rejected on an individual basis.

| Read and Agree  | Initial   |
|---|---|
|  |  |

**1.4.12 Price Quote**

Customers shall request a Price Quote from all Respondents awarded for a specific Model. If the Model is available from the Respondent, the Respondent shall provide Customers a completed Price Quote for Motor Vehicles and Options purchased under this Contract and all charges, including labor and installation, shall be itemized separately. The maximum pricing permitted shall not exceed the sum of the Cost for the awarded Model and Options. The Customer and Respondent may negotiate a lower price.

Upon Customer request, the completed Price Quote shall be provided by the Respondent and returned to the Customer within two Business Days. The Respondent will provide the price available at the time of the Price Quote using the latest information available from the manufacturer at the time and considering Options or other additions to meet the Model and Options requested. The Respondent is responsible for communicating any potential price changes during the manufacturing process, and then give the Customer the option to accept the changes or cancel the purchase order. The Respondent shall be responsible for removing all non-eligible and unacceptable charges and fees under the Contract from the Price Quote.

At the time of quote, the Price Quote must be accompanied by documentation showing Cost to the Customer. At a minimum, the Respondent shall provide documentation reflecting the actual price the Respondent paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

Pricing should be "Base" pricing only, unless in description of vehicle it is otherwise noted. Example: engine type and size.

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Pricing should also include additional key (3 keys total) and spare tire kit with appropriate tools for a tire change. Unless part of standard pricing already included.

The proposed unit prices shall be the purchase price of the product(s) offered to the State. Pricing must be all inclusive, which includes all shipping, packaging, delivery, and all administrative costs. Additional costs will not be accepted.

In the Cost Sheet (Group 1 – 7). If the awarded Motor Vehicle(s) and Options are not available or cannot be delivered within the contractually required timeframe, the Respondent must provide a comparable Motor Vehicle(s) and Options of equal or better value which meets or exceeds the requirements, terms, and conditions herein. The Respondent's proposed substitution is subject to prior approval by the Customer and the Indiana Department of Administration.

| Read and Agree                            | Initial   |
|---|---|
| <input checked="" type="checkbox"/> Agree |  |

**1.4.13 Acceptance of Order**

The Respondent shall deliver the awarded Motor Vehicle(s) and Options listed on the Customer's order in accordance with the prices, Cost, requirements, terms, and conditions of the Contract and the Customer's order.

| Read and Agree                            | Initial   |
|---|---|
| <input checked="" type="checkbox"/> Agree |  |

**1.4.14 Transportation and Delivery**

The final price to the Customer shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of Motor Vehicles and Options shall be Free on Board (FOB) Destination to any location statewide as follows:

Motor Vehicles and Options not in stock or unavailable from a Manufacturer at the time of order must be delivered within 180 calendar days, and only based on industry delays, not to exceed 365 calendar days, after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180-calendar day timeframe, due to industry delays, the Contract Manager must be notified immediately by the Respondent and given a copy of the Customer's order. The Respondent must provide the Contract Manager any requested information and a timeframe for completion of the order.

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Motor Vehicles and Options in stock must be delivered within 14 calendar days after receipt of the Customer's order unless an Option requires a post-Manufacturer or Dealer installation. These Options shall be delivered within 30 calendar days after receipt of the order.

Delivery of Motor Vehicles and Options is defined as the receipt by the Customer and delivered to the Customer's place of business or designated location, or if the Customer chooses, at the Respondent's place of business. The Respondent shall provide Customers a minimum of 48 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. on Business Days and on the Customer's local time unless previously arranged and approved by the Customer in writing.

Deliveries of Motor Vehicles and Options can be made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the vehicle may, with the Customer's prior approval, be driven to the delivery location. The Respondent must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or \$0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Respondent.

| Read and Agree | Initial |
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| ✓ Agree        | JD      |

The Respondent must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All Motor Vehicles delivered by the Respondent to the Customer shall contain no less than ¼ tank of fuel as indicated by the fuel gauge at the time of delivery and receipt by the Customer.

| Read and Agree | Initial |
|----------------|---------|
| ✓ Agree        | JD      |

- 2 The Respondent will perform a Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering Motor Vehicles and Options that are properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

Complete lubrication of operating chassis, engine, and mechanisms with

1. Manufacturer's recommended grades of lubricants.
2. Check and fill all fluid levels to ensure proper fill.
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition.

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4. Inflate tires (including any spares) to proper pressures.
5. Check to ensure proper operation of all gauges, lights, and mechanical and hydraulic features.
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Motor Vehicle is completely assembled, unless otherwise noted by the Customer, and thoroughly tested and ready for operation upon Delivery.

| Read and Agree     | Initial           |
|--------------------|-------------------|
| <i>[Signature]</i> | <i>[Initials]</i> |

3 All Motor Vehicles shall be delivered with the following, completed documents:

1. Manufacturer's PDI form.
2. A copy of the Customer's order.
3. Manufacturer's invoice(s) for each delivered Commodity, including individual Motor Vehicle, and Options, in the shipment.
4. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the Vehicle and instead provided with the documents listed herein.
5. Manufacturer's certificate of origin, if applicable.
6. Manufacturer's operator manual
7. Manufacturer's warranty certifications.
8. Sales Tax Exemption Form, if applicable;

**Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Respondent to include the above properly completed documentation or that have submitted altered forms to the Customer may be cause for default proceedings and Contract termination.**

| Read and Agree     | Initial           |
|--------------------|-------------------|
| <i>[Signature]</i> | <i>[Initials]</i> |

4 **Inspection and Acceptance**

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The Customer should inspect the Motor Vehicle and Options for any physical damage. The Respondent is obligated to correct any Customer identified errors or damage at no cost to the Customer.

| Read and Agree                            | Initial   |
|---|---|
| <input checked="" type="checkbox"/> Agree |  |

- 5 Inspection and acceptance shall occur at the location of the Customer's place of business or designated location.

Title and risk of loss or damage to all Motor Vehicles and Options shall be the responsibility of the Respondent until inspection and acceptance by the Customer. If a Motor Vehicle or Option requires service or adjustments, as required by the Customer, the Respondent shall either correct the issue or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Respondent shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or damage are the responsibility of the Respondent.

The Agency shall notify the Indiana Department of Administration Contract Manager of any Contract deviation that it cannot resolve with the Respondent. The Indiana Department of Administration and the Agency shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Motor Vehicle or Option, in which case the Commodity shall remain the property of the Respondent, and the Customer and the State shall not be liable for payment for any portion thereof.

Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

| Read and Agree                            | Initial   |
|---|---|
| <input checked="" type="checkbox"/> Agree |  |

**6 Charges and Fees**

\*Pricing shall be all inclusive All pricing under this Contract shall include but not limited to the following in the Cost of the Vehicle.

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1. Administrative.
2. Environmental.
3. Preparation.
4. Handling.
5. Freight.
6. Distribution.
7. Shipping.
8. Delivery to any point within the State of Indiana.
9. Warranty.
10. Any other charges or fees necessary to deliver the Motor Vehicle or Options according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
11. State of Indiana is Tax Exempt
12. Installation (except as specified in the Body Transfer and 3rd Party Body Installations section of the SOW)

Customers, the Respondent must request the Indiana Department of Administration Contract Manager approval by submitting to the Contract Manager documentation and justification for extending the amount of the charge or fee to Customers; the Respondent must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers.

The Department reserves the exclusive right to approve or deny the increase of any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the Department to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the Price Quote; the Respondent shall provide documentation of the Indiana Department of Administration approval with each Price Quote that includes the charge or fee.

| Read and Agree                            | Initial   |
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| <input checked="" type="checkbox"/> Agree |  |

## **7 Contract Reporting**

The Respondent shall report information on orders received from Customers associated with this Contract. The Respondent shall submit reports in accordance with the following schedule:

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| Report                                       | Period Covered         | Due Date                                   |
|--|------------------------|--|
| Quarterly Sales Report                       | State's Fiscal Quarter | 30 calendar days after close of the period |
| Diversity Report (submitted to the Customer) | State Fiscal Year      | 30 Business Days after close of the period |

| Read and Agree | Initial   |
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| ✓ Agree        |  |

**8 Quarterly Sales Reports**

The Respondent shall submit a Quarterly Sales Report in the manner and format required by the Indiana Department of Administration within thirty (30) calendar days after the close of each quarter.

Initiation and submission of the most recent Quarterly Sales Report are the responsibility of the Respondent without prompting or notification by the Indiana Department of Administration. If no sales are recorded during the period, the Respondent shall confirm that there was no reportable activity in the manner required by the Indiana Department of Administration. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Respondent may be placed on probationary status, or the Indiana Department of Administration may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Indiana Department of Administration will result in the imposition of financial consequences and may result in the Respondent being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

| Read and Agree | Initial   |
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| ✓ Agree        |  |

**9 Diversity Report**

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The Respondent shall report to Indiana Department of Administration, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

| Read and Agree | Initial |
|----------------|---------|
| ✓ Agree        | JD      |

**10 Ad Hoc Reports**

The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Respondent shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

| Read and Agree | Initial |
|----------------|---------|
| ✓ Agree        | JD      |

**11 Business Review Meetings**

Both the Indiana Department of Administration and Customer reserve the right to schedule business review meetings. The Indiana Department of Administration or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

1. Contract compliance
2. Contract savings (in dollar amount and cost avoidance)
3. Spend reports
4. Recommendations for improved compliance and performance

| Read and Agree | Initial |
|----------------|---------|
| ✓ Agree        | JD      |

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| Deliverable  | Performance Metric  | Performance Due Date  |
|--|---|---|
| Respondent will timely submit completed Quarterly Sales Reports to the Indiana Department of Administration Contract Manager | All Quarterly Sales Reports will be submitted timely with the required information                              | Reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter |
| Respondent will timely provide accurate Price Quote to Customers   | All Price Quotes will be timely provided to Customers with accurate information                                 | Price Quotes are due within two Business Days following the Customer's request                              |
| Respondent will deliver Motor Vehicles with no less than a ¼ tank of fuel upon delivery to Customers                         | Respondent shall adhere to delivery requirements pursuant to the Transportation and Delivery section in the SOW | Upon each Motor Vehicle delivery to Customers   |
| Ad hoc report(s)   | Provide ad hoc reports as requested   | Within the timeframe agreed to by the Department and the Respondent or Customer and Respondent              |

|                |   |
|----------------|---|
| Read and Agree | Initial   |
| ✓ Agree        |  |