

ATTACHMENT A
SOLICITATION NO. 090000447

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

The Contract is awarded as statewide Contract SW0500 for snow removal equipment.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are three (3) one-year options to renew the Contract.

2. Contract Obligations

In addition to obligations in other Contract Documents, the following obligations are included in the Contract:

- 2.1.** Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes. (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62) It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by Central Purchasing. If the Supplier does not maintain current licensing, Central Purchasing may immediately terminate the Contract upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.
- 2.2** Authorized Dealer list, Letter from Manufacturer, and service level agreements are required throughout the duration of the Contract.
- 2.2** Supplier must use best effort to assure product availability through duration of Contract period.
- 2.3** The State recognizes that the pricing of steel can be difficult due to market fluctuations. The initial pricing submitted by the Supplier shall be expected to be held firm for the first 60 days of the Contract. Depending on the date of award, and the changes in the raw material market, pricing may adjust once during a calendar quarter if necessary, beginning with the next calendar quarter following the award. An advance notice of 30 days prior to either a price increase or

decrease along with the new pricing schedule and documentation supporting the increase or decrease shall be sent to the Central Purchasing Contracting officer.

- 2.4 All installations must be performed within the State of Oklahoma.
- 2.5 Electronic brochures for equipment may be requested from Supplier.

3.1. Warranty for Equipment, Options, Accessories & Attachments

- 3.1.1. The Supplier agrees the products furnished under this Contract shall be covered by all commercial warranties the Contractor provides 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.
- 3.1.2. The Supplier warrants that at the time of delivery, all equipment and purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract
- 3.1.4. All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the customer contact person prior to installation
- 3.1.5. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. Supplier shall be required to make repairs or corrections at no additional cost to the customer.
- 3.1.6. Supplier shall furnish a copy of their warranty applicable for the equipment.
- 3.1.7. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- 3.1.8. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Customer requesting the service. The following information shall be provided in order to determine ownership of the equipment:
- 3.1.9. Name of Customer and division, if applicable
- 3.1.10. Make, Model, and VIN of equipment
- 3.1.11. Control number of Customer (Inventory number)
- 3.1.12. Repairs made that are covered by a warranty shall not be paid for by the Customer.
- 3.1.13. The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
- 3.1.14. All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

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

3.2 Quality of Parts

3.2.1 Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the customer contact person.

3.2.2 After Market Repair parts must be equal to, or exceed original equipment manufacturer's specifications.

3.2.3 Repair parts must be packaged and distributed under their respective nationally known name brands.

3.2.4 All rebuilt or remanufactured parts must meet the same requirements as listed above.

3.2.5 Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of equipment they carry.

3.2.6 Preservation, packaging, and packing and marking will be in accordance with best standard industry practice to provide adequate protection against shipping damage.

3.3 Warranty-Parts

3.2.1. Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.

3.2.2. Supplier shall correct ordering errors without further cost to the ordering entity.

3.2.3. A copy of the Warranty shall be included for replacement parts purchased.

3.4. Ordering

3.4.1. Options, accessories and/or attachments on ordered equipment shall include all standard items normally furnished by the Supplier for the basic equipment purchased, prior to any options, accessories and/or attachments that enhance the equipment to where it becomes specialized or customized to the customer's requirements.

3.4.2 The Customer will determine how and when the truck to be outfitted is to arrive at the Supplier location.

3.4.3 While the truck to be outfitted is on the Supplier property, Supplier will be fully responsible for the truck and will ensure that it shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall

be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.

3.4.4 Supplier shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

3.4.5 Any trade-in allowances determined by the Supplier shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance.

Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000. $\$17,199 - 23\% = \$13,243.23$. $\$13,243 - \$6000 = \$7,243.23$, final price.

3.4.6 Supplier shall provide catalogs and current price lists at no charge upon customer or OMES request.

3.4.8. All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the customer, they shall be offered at the discount offered in the Price Sheets.

3.5 Inventory

3.5.1. Supplier shall maintain inventory to ensure compliance with delivery requirements of the Contract.

3.6. Invoices

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

3.6.1. Supplier's suggested retail price less any trade-in allowance if applicable, Contract percentage discount off, freight cost, set-up fees, any allied or incidentals used to customize the equipment, and the final price for each item delivered.

3.6.2. The copy of the current, dated Supplier's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.

3.6.3. Name of company who provided the products/services.

3.6.4. Supplier shall be the only office authorized to receive orders, invoice and receive payment. Supplier shall be responsible for the equipment and chassis when being transported between locations for additional installations performed.

3.7. Delivery

3.7.1. Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the Customer and the Supplier. Earlier deliveries are encouraged; however, there shall be no change in Contract price or discount terms because of the earlier delivery.

3.7.2. All equipment is to be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.

3.7.3. Delivery shall be made in accordance with instructions on purchase order from each Customer. If there is a discrepancy between the purchase order and what is listed on the Contract; it is the Supplier's obligation to seek clarification from the Customer and, if applicable, from the Central Purchasing Contracting officer.

3.7.4. Delivery on parts is to be made within 30 days.

3.7.5. One Operating Manual, an illustrated parts manual or List, and the Warranty, shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

3.8. Price Adjustments

3.8.1. Supplier is to notify the Central Purchasing Contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.

3.9. New Products

3.9.1. New products may be added to the Contract as they are introduced by Supplier; however, the discount cannot be lowered throughout the Contract period.

3.9.2. If Supplier becomes authorized as a dealer for other products, those products may be added to Supplier's list of equipment offered.

3.10. Discontinued Products

Supplier is to notify the Central Purchasing Contracting officer of any changes in the schedule of equipment such as discontinued product or replacement models.