State of Oklahoma
Central Purchasing

Notice of Statewide Contract Award

Official signed contract documents are on file with Central Purchasing.

Contract Title: Sweepers

Statewide Contract #: CPSW191

Contract Issuance Date: 05/08/2013

Total Number of Vendors: 7 *(For details see: Vendor Information Sheet)*

Contract Period: 05/08/2013 through 05/07/2014

Agreement Period: 05/08/2013 through 05/07/17

Authorized Users: This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes also allow Counties, School Districts and Municipalities to use this contract as well as State entities other than the State of Oklahoma if statutes allow for it.

Contract Priority: Mandatory

Type of Contract: Discount off Manufacturer's List Price

DCS-CP Contact: Joyce Leivas
Title: Contracting & Procurement Officer
Phone: 1 - 405 - 521 - 2479
Fax: 1 - 405 - 521 - 4475
Email: Joyce.Leivas@omes.ok.gov

B. SPECIAL PROVISIONS

B.1. Type of Contract

B.1.1. This will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract.

B.1.2. All state agencies must use the contract for the products specified herein unless the ordering agency has received a written exception from the contracting Officer. The State of Oklahoma reserves the right to conduct separate procurements to establish contracts for the same or similar products for any agency's specific needs.

B.1.3. The State of Oklahoma shall not guarantee any minimum or maximum amount under this contract, also known as an indefinite quantity contract.

B.1.4. This contract will be for the purchase of equipment, warranty work and parts. No leasing will be allowed on this contract.

B.1.5. This contract may be awarded to multiple vendors.

B.2. Contract Period

This Contract is for Date of Award through one year with the option to renew for up to three (3) additional one year periods.

B.3. Extension of Contract

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

B.4. Authorized Users

This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes also allow Counties, School Districts and Municipalities to use this contract as well as State entities other than the State of Oklahoma if statutes allow for it.

B.5. 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.

B.6. Travel

No reimbursable travel is contemplated under the terms of this contract**.**

B.7. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings such as brochures, specifications, and descriptions of equipment that indicate environmentally friendly construction/usage..

B.8. Conflict of Interest

The RFP is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose 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 Suppliers must disclose the name of any State Employee who owns, either directly or indirectly, an interest of five percent (5%) or more in the supplier firm or any of its branches.

B.9. 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 any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.10. Property loss

The Supplier shall reimburse the government entity for such property loss or damage caused by supplier, its employees or for anyone whose acts the supplier may be liable for.

B.11. Contract Management Fee

B.11.1. As provided by State Statute 85.33A, the Department of Central Services will assess a Contract Management Fee of 1% of total contract sales to all government entities. Awarded Supplier(s)

shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.

B.11.2. Supplier shall make payment by company check to DCS-Central Purchasing Division within 30 days of the completion of the quarterly reporting period. To ensure the payment is credited properly, the Supplier must identify the check as "Contract Management Fee" and include the following information with payment: SW190-A, Road/Street Equipment and Parts. The Contract Management Fee shall be mailed to:

Agency Business Services
Division of OMES
3812 N Santa Fe Ave Ste 290
Oklahoma City OK 73118-8500
Attention: Joyce Leivas

B.12. Contract Usage Reporting Requirements

B.12.1. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities. The parts can be summed up in one sum, but the equipment should be itemized in order for the Contracting Officer to ascertain what type of equipment is being purchased by those government entities who do not report their purchases to the Central Purchasing Division, i.e. cities and school districts and counties.

B.12.2. Reports shall be submitted quarterly regardless of quantity. A standardized form has been developed for Supplier use.

B.12.3. If there are no sales reported by the vendor during the contract term, or if the vendor fails to report sales that have been discovered through state purchasing reports, the State reserves the right to terminate the contract.

Usage reports shall be delivered to Agency Business Services
Division of OMES
3812 N Santa Fe Ave Ste 290
Oklahoma City OK 73118-8500
Attn: Contracting Officer, or electronically by email to the Contracting Officer within 30 days of completion of each quarterly reporting period.

B.12.3.1. 1st Quarter: January 1 through March 31

B.12.3.2. 2nd Quarter: April 1 through June 30

B.12.3.3. 3rd Quarter: July 1 through September 30

B.12.3.4. 4th Quarter: October 1 through December 31

C. SOLICITATION SPECIFICATIONS

C.1. Scope

C.1.1. The State of Oklahoma Department of Central Services, Central Purchasing Division is charged with developing statewide contracts for all government entities to use that have been competitively solicited for the best possible pricing or percentage discount off pricing based on high volume purchasing. This contract's main customer base will be cities and municipalities.

C.1.2. The purpose of this competitive solicitation is to develop a "catalog discount" contract to provide for equipment made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and replacement parts.

C.1.3. We have determined that the best pricing structure for this type of contract is a simple "percentage off" of the current dated manufacturer's government or commercial catalog or price list with a copy of the catalog pricing page or price list to be made available to the purchaser for their accounting divisions at the time of order.

C.2. Authorized Representative

C.2.1. Suppliers may offer any brand for which they are an authorized dealer, distributor or service representative. A current, dated, and signed letter of authorization from the manufacturer that states the Supplier is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer's products in the State of Oklahoma is to be submitted with the response.

C.2.2. If the Manufacturer is responding to this solicitation, please submit a list of authorized dealers, distributors or service representatives located in the State of Oklahoma and the product line you are the manufacturer of.

C.3. Licensing

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) Offeror certifies by submission of a response that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Response. It is the Vendor'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 Vendor 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.

C.4. Warranty-Equipment/Options/Accessories/Attachments

C.4.1. The Successful 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.

C.4.2. 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.

C.4.3. All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.

C.4.4. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The supplier shall be required to make repairs or corrections at no additional cost to the agency.

C.4.5. Supplier shall furnish a copy of their warranty applicable for the equipment.

C.4.6. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.

C.4.7. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the government entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:

C.4.7.1. Name of government entity and division, if applicable.

C.4.7.2. Make, Model, and VIN of equipment

C.4.7.3. Control number of government entity (Inventory number)

C.4.7.4. Repairs made that are covered by a warranty shall not be paid for by the government entity.

C.4.7.5. The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.

C.4.7.6. 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.

C.4.8. 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.

C.4.9. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment being purchased.

C.5. Insurance

C.5.1. Prior to the commencement of this contract, the supplier 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.5.2. The supplier shall maintain insurance coverage in an amount not less than $500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:

Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.

Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.

Commercial Automobile Insurance, hired and non-owned.

Garage keepers Liability Insurance.

Commercial Property Coverage.

C.6. Quality of Parts

C.6.1. Parts under these specifications must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.

C.6.2. After Market Repair parts must be equal to, or exceed original equipment manufacturer's specifications.

C.6.3. Repair parts must be packaged and distributed under their respective nationally known name brands.

C.6.4. All rebuilt or remanufactured parts must meet the same requirements as listed above.

C.6.5. Some repair parts may be required to be original equipment manufactured repair parts. Suppliers must carry a complete line of OEM parts for all models of equipment they carry.

C.6.6. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

C.7. Warranty-Parts

C.7.1. Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.

C.7.2. Supplier shall correct ordering errors without further cost to the ordering entity.

C.7.3. A copy of the Warranty shall be included for replacement parts purchased.

C.8. Material Safety Data Sheets

Supplier shall furnish any required Material Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, **or** at the request of Central Purchasing.

C.9. Catalogs and Price Sheets

Suppliers shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.

C.10. Equipment Operation and Repair Manuals

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.

C.11. Repair Facilities

Repair facilities that will perform the warranty work of items on contract shall be identified on the Pricing Page.

C.12. Ordering

C.12.1. No minimum orders will be considered under this contract.

C.12.2. Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

C.12.3. Any trade-in allowances determined by the dealer shall be deducted from the established current price before the discount is applied.

C.12.4. When possible, government entities are encouraged to use the Statewide Contracts for medium and heavy duty trucks for the chassis. Vendors please be aware that the entities may request this.

C.13. Invoices

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

C.13.1. Purchase order number if applicable.

C.13.2. Make, model, and VIN number of equipment.

C.13.3. Name of government entity.

C.13.4. Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.

C.13.5. The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, and the final price for each item delivered.

C.13.6. The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.

C.13.7. Name of company who provided the products/services.

C.13.8. Payment remittance address.

C.13.9. Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.

C.13.10. Each Dealer/manufacturer who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Manufacturer or Dealer wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations as part of their response.

C.14. Freight/Shipping and Handling/Set-up Fees

C.14.1. Delivery is to be FOB Destination (of ordering entity) freight collect.

C.14.2. All Freight, shipping and handling costs and Set-up fees paid by the ordering entity are to be annotated on the quote/invoice at the time of order as a separate line item.

C.15. Payment

C.15.1. Payment method will be the effective state wide fleet fuel and maintenance card, the Statewide p-card, or Purchase Orders.

C.16. Prompt Payment Discounts

Prompt payment discounts 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.

C.17. Late Payment to Suppliers

Late payments made by Government entities who sell to State Agencies are addressed in the Prompt Payment Rules published by the Oklahoma Office of State Finance, derided from Titles 62, Section 41.4a and 4b and 74, Section 840.14. The new interest rates are published on the Office of State Finance website and the current 2011 interest rate will be added to the contract documents.

C.18. Delivery

C.18.1. Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Supplier. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.

C.18.2. 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.

C.18.2.1. Delivery shall be made in accordance with instructions on purchase order from each agency. 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 ordering party and, if applicable, from the Contracting Officer listed as the contact person in Central Purchasing.

C.18.3. Delivery on parts is to be made within 30 days.

C.18.4. 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.

C.18.5. New Products

C.18.5.1. New Products may be added to the contract as they are introduced by a manufacturer however the discount cannot be lowered throughout the contract period.

C.19. Training

C.19.1. Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

C.20. Price Adjustments

C.20.1. The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) Since the various manufacturers update their pricing throughout the year and at different times during the year, there will be no pre-determined price adjustment time period for this contract however the discounts provided by the Supplier can be increased during the contract period at any time.

C.20.2. The contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.

C.20.3. Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.