

EXHIBIT 1

C. SPECIFICATIONS

C.1. Authorized Representative

- C.1.1.** 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.1.2.** 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.2. 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.3. Warranty for Equipment, Options, Accessories, and Attachments

- C.3.1.** The Supplier agrees the products furnished under this contract shall be covered by all commercial warranties the Supplier 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.3.2.** 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.3.3.** 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.3.4.** 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.3.5.** Supplier shall furnish a copy of their warranty applicable for the equipment.
- C.3.6.** All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- C.3.7.** 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.3.7.1.** Name of government entity and division, if applicable.
 - C.3.7.2.** Make, Model, and VIN of equipment
 - C.3.7.3.** Control number of government entity (Inventory number)
 - C.3.7.4.** Repairs made that are covered by a warranty shall not be paid for by the government entity.
 - C.3.7.5.** The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.

C.3.7.6. 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.3.8. 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.3.9. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment being purchased.

C.4. Insurance

C.4.1. 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.4.2. 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:

- a) Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
- b) Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
- c) Commercial Automobile Insurance, hired and non-owned.
- d) Garage keepers Liability Insurance.
- e) Commercial Property Coverage.

C.5. Quality of Parts

C.5.1. Parts under these specifications must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.

C.5.2. After Market Repair parts must be equal to, or exceed original equipment manufacturer's specifications.

C.5.3. Repair parts must be packaged and distributed under their respective nationally known name brands.

C.5.4. All rebuilt or remanufactured parts must meet the same requirements as listed above.

C.5.5. 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.5.6. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

C.6. Warranty-Parts

C.6.1. Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.

C.6.2. Supplier shall correct ordering errors without further cost to the ordering entity.

C.6.3. A copy of the Warranty shall be included for replacement parts purchased.

C.7. Safety Data Sheets

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

C.8. Catalogs and Price Sheets

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

C.9. 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.10. Repair Facilities

Repair facilities that will perform the warranty work of items on contract shall be identified on the Exhibit 2-Pricing Page.

C.11. Ordering

- C.11.1.** No minimum orders will be considered under this contract.
- C.11.2.** Options, accessories, and attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment being purchased.
- C.11.3.** Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
- C.11.4.** Trade-in allowances determined by the dealer 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.

C.12. Invoices

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

- C.12.1.** Purchase order number if applicable.
- C.12.2.** Make, model, and VIN number of equipment.
- C.12.3.** Name of ordering entity.
- C.12.4.** Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.
- C.12.5.** The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final total price for each item delivered.
- C.12.6.** The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering entity.
- C.12.7.** Name of company who provided the products/services.
- C.12.8.** Payment remittance address.
- C.12.9.** This contract does not allow sub-contracting. Each Manufacturer/Dealer who is awarded a contract as a result of this Solicitation shall be the only supplier authorized to receive orders, invoice and receive payment. If the Manufacturer or Dealer has multiple locations, they must furnish a list of these locations as part of their bid response.

C.13. Freight/Shipping and Handling/Set-up Fees

- C.13.1.** Delivery is to be FOB Destination (of ordering entity) freight collect.
- C.13.2.** 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.14. Payment Method

- C.14.1.** Payment method by State Agencies will be the State purchase card, or Purchase Orders. Lease-Purchase is not available through this contract.

C.15. Delivery

- C.15.1.** 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.15.2.** 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.15.3.** Delivery shall be made in accordance with instructions on purchase order from each ordering entity. 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 entity and, if applicable, from the CP Contracting Officer.
- C.15.4.** Delivery on parts is to be made within 30 days.
- C.15.5.** 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.

C.16. Training

- C.16.1.** Supplier must provide their training opportunities for the equipment they are bidding with their response to this solicitation.

C.17. Price Adjustments

- C.17.1.** The manufacturer's price list date 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. There will be no decrease of the percentage discount during the duration of this contract.
- C.17.2.** 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. If the Manufacturer does not provide a list price please provide pricing for the equipment offered.
- C.17.3.** Supplier is to notify the CP Contracting Officer at least 30 days before a price adjustment will take effect.
- C.17.4.** Suppliers must include information concerning their return policy and any special added value considerations

C.18. Allowable Charges

- C.18.1.** Freight, Shipping and Set-up Fees.
- C.18.2.** Delivery must be FOB Destination (of ordering entity) freight collect.
- C.18.3.** Freight, shipping and handling costs and set-up fees paid by the ordering entity must be annotated on the quote and invoice as a separate line item.
- C.18.4.** Quotes shall show The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered.
- C.18.5.** Allied and incidental items requested by customers to comply with their needs and with state or other government regulations are allowed. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as "Allied".
- C.18.6.** Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract Supplier that are requested by the purchaser to complete the purchase of equipment awarded on contract.
- C.18.7.** Unpublished or non-contract options required to complete a product may be ordered as long as the product is available on contract.

C.19. New Products

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.20. Discontinued Products

Supplier must notify the CP Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.