

ATTACHMENT A
SOLICITATION NO. 090000562

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, will run concurrently with award dated 10/23/2020. There will be one annual renewal remaining. This RFP is a supplemental solicitation to add new items as shown in Exhibit 2.

2. Contract Obligations

Contract specifications are attached hereto as Exhibit 1 AND Exhibit 2.

3. Contract Obligations

- 3.1.** 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) 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 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.
- 3.2.** Prospective proposer must use best effort to assure product availability through duration of contract period.
- 3.3.** The State recognizes that the pricing of steel can be difficult due to market fluctuations. The initial pricing submitted by the responding Supplier shall be

expected to be held firm for the first 60 days of the contract period. 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 advanced 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 contracting officer in charge of the contract maintenance for this contract.

- 3.4.** All installations must be performed within the State of Oklahoma.
- 3.5.** Supplier can submit electronic brochures for the equipment supplier re offering. These will be requested throughout the contract period by the customers and/or the contracting officer in charge of maintaining the contract. As much information as possible will be placed on Central Purchasing's website along with your contract documents.

3.1. Warranty for Equipment, Options, Accessories & Attachments

- 3.1.1.** 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.
- 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. The 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 government entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:
 - 3.1.9.** Name of government entity and division, if applicable
 - 3.1.10.** Make, Model, and VIN of equipment
 - 3.1.11.** Control number of government entity (Inventory number)
 - 3.1.12.** Repairs made that are covered by a warranty shall not be paid for by the government entity.

- 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 manufacturer/dealer 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 ordering party 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, the 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 state owned equipment in the supplier 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 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.
- 3.4.6** Catalogs and Price Sheets
- 3.4.7.** Supplier shall provide catalogs and current price lists at no charge upon customer or OMES request.
- 3.4.8.** Equipment Operation and Repair Manuals
- 3.4.9.** 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 set forth in this contract.

3.6. Invoices

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

- 3.6.1.** 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 used to customize the equipment, and the final price for each item delivered.
- 3.6.2.** 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.
- 3.6.3.** Name of company who provided the products/services.
- 3.6.4.** 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 and 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 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.
- 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 ordering party and, if applicable, from the OMES listed as the contact person in Central Purchasing.
- 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. Training

- 3.8.1.** Supplier is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

3.9. Price Adjustments

- 3.9.1.** Supplier is to notify the OMES at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.

3.10. New Products

- 3.10.1.** 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.
- 3.10.2.** Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.

3.11. Discontinued Products

Supplier is to notify the OMES of any changes in their schedule of equipment such as discontinued product or replacement models.