

## **Exhibit 1 – Scope of Products and Services**

### **General Background Overview:**

The Office of Management and Enterprise Services (OMES) - Central Purchasing Division (CP) is charged by the State of Oklahoma with developing statewide contracts that has been competitively solicited for the best possible pricing, percentage discount off pricing, or both based on high volume purchasing of Garbage Trucks. This contract's main purchasing entities will be cities, counties, and municipalities.

### **Scope:**

The purpose of this competitive solicitation is to develop a catalog discount contract to provide for equipment to be 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 warranty work with replacement parts.

The State of Oklahoma has determined that the best pricing structure for this type of contract is a percentage off the current dated manufacturer's catalog price list with a multi-truck discount being encouraged. A copy of the catalog pricing page or price list must be made available to the customer at the time of order and must match pricing previously accepted and posted by the State of Oklahoma.

### **Authorized Representative**

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 must be submitted with the response.
2. Suppliers shall submit sketches, descriptive literature, and/or complete specifications of their product offerings. Reference to literature submitted with a previously will not satisfy this provision.
3. If the Manufacturer is responding to this solicitation, then the Supplier must submit a list of authorized dealers, distributors or service representatives located in the State of Oklahoma (See Exhibit 4). This is to include the manufacture's product line. The State has final decision over which dealers will be designated for use by agencies.

Manufacturers responding must include a listing of Distributors/Dealers for the State of Oklahoma. Supplier must complete Exhibit 4 with the following information:

- a.) Name of business
- b.) Address
- c.) Contact name

- d.) Phone number
- e.) Email address of point of contact

### Licensing

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) Supplier certifies by submission of a response that all required Oklahoma Motor Vehicle Commission licenses are in place and current, (if required for this contract) and copies of all such licenses shall be 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.

### Insurance

1. Prior to the commencement of this contract, the Supplier performing warranty service and maintenance shall obtain and keep in full coverage and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma (See Attachment B State General Terms). Documentation of proof of insurance shall be submitted with Response.
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.) Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
  - d.) Garage keepers Liability Insurance.
  - e.) Commercial Property Coverage.

### Equipment and Parts Warranty:

1. Supplier shall furnish a copy of their warranty applicable for equipment, parts, and service.
2. Repair facilities that will perform the warranty work shall be identified by the Supplier in Exhibit 3.

3. 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 (See Attachment B State General Terms).
4. The Supplier warrants that at the time of delivery, all equipment 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.
5. All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the purchasing entity prior to installation.
6. 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 purchaser.
7. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
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:
  - a.) Name of government entity and division, if applicable.
  - b.) Make, Model, and VIN of equipment
  - c.) Control number of government entity (Inventory number)
  - d.) Repairs made that are covered by a warranty shall not be paid for by the government entity.
  - e.) The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
  - f.) 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.

#### Quality of Parts

1. Supplier shall confirm their ability to meet the repair parts expectations listed below.
  - a.) Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the purchasing entity.

- b.) After market repair parts must be equal to or exceed original equipment manufacturer's specifications.
- c.) Repair parts must be packaged and distributed under their respective nationally known name brands.
- d.) All rebuilt or remanufactured parts must meet the same requirements as listed above.
- e.) 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.
- f.) Preservation, packaging, packing, and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.
- g.) Suppliers must provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Government Entities, or Suppliers must acknowledge they do not have parts warranty available.
- h.) Supplier shall correct ordering errors without further cost to the purchasing entity.

#### Training

1. Supplier is to provide training opportunity details for users and operators of any equipment.

#### Value Added Products

1. Supplier may provide product list and pricing for vehicles and equipment that have not been previously described; however, the Supplier believes will meet the needs of the State and the specifications of this solicitation.
2. Suppliers may provide multiple unit discounts. Please see Exhibit 2 Pricing.