



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

**Notice of Statewide
Contract Award**

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Garbage Trucks

Statewide Contract #: SW 197

Contract Issuance Date: 12/30/2014

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

Contract Period: 12/30/2014 through 12/29/2015

Agreement Period: 12/30/2014 through 12/29/2017

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: Fixed Price

OMES-CP Contact: Joyce Leivas

Phone: 1 - 405 – 5212479

Title: Contracting & Procurement
Officer

Fax: 1 - 405 – 5214475

E-mail: joyce.leivas@omes.ok.gov

See Vendor documents for contact and ordering information and equipment offered. If the prices are not posted with the vendor's documents, the customer will need to contact the vendor for information about the product the customer is interested in. Customers are encouraged to research their needs to ascertain which type of vehicle they want to purchase, i.e. front loader, rear loader, side loader and other features desired.

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, including those in other states if their statutes allow for the use of other states contracts, sometimes known as “piggybacking”.
- 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.
- B.1.5.** This contract may be awarded to multiple vendors for a variety of brands and manufacturers.

B.2. Contract Period

This Contract is for Date of Award through one year with the option to renew for up to two (2) 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, Tribes 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 Vendors 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 Vendors must disclose the name of any State Employee who owns, either directly or indirectly, an interest of five percent (5%) or more in the Vendor firm or any of its branches.

B.9. Patents and Royalties

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

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 Vendor(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.** Vendor 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 Vendor must identify the check as "Contract Management Fee" and include the Statewide Contract Number and title information with payment. The Contract Management Fee shall be mailed to:

Attention: Joyce Leivas
2401 N Lincoln Blvd
Ste 116
Oklahoma City, OK 73105

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. Items sold should be itemized in order for the Contracting Officer to ascertain what type of equipment is being purchased.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity. A standardized form has been developed for Vendor 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 sent electronically, by email to Joyce.Leivas@omes.ok.gov or by regular U S Mail only if unable to provide electronically, to:

2401 N Lincoln Blvd
Ste 116
Oklahoma City, OK 73105

within 30 days of completion of each quarterly reporting period.

- B.12.3.1.** 1st Quarter: January 1 through March 31...so due by the end of April
- B.12.3.2.** 2nd Quarter: April 1 through June 30...so due by the end of July
- B.12.3.3.** 3rd Quarter: July 1 through September 30...so due by the end of October
- B.12.3.4.** 4th Quarter: October 1 through December 31...so due by the end of January

C. SOLICITATION SPECIFICATIONS

C.1. Scope

- C.1.1.** The State of Oklahoma 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. Multi-unit discounts are encouraged. This contract's main customer base will be state agencies, cities and municipalities and counties.
- C.1.2.** 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.
- 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.** Vendors 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 Vendor 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) Vendor 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 Vendor 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 Vendor 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 Vendor shall be required to make repairs or corrections at no additional cost to the agency.
- C.4.5.** Vendor 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 Vendor 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 Vendor 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 Vendor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Vendor shall be responsible for the proper care and custody of any state owned equipment in the Vendor's possession.

C.5. Insurance

C.5.1. Prior to the commencement of this contract, the Vendor 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 Vendor 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 Vendor's policy:

Worker's Compensation Insurance and employer's liability insurance sufficient to cover Vendor'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 should 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 manufacturer repair parts. Vendors 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. Vendors are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.

C.7.2. Vendor 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. Repair Facilities

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

C.9. Ordering

C.9.1. No minimum orders will be considered under this contract.

C.9.2. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment being purchased.

C.9.3. Vendors shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

C.9.4. 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.

C.9.5. Customer Responsibility

C.9.5.1. The Customer is responsible for being familiar with all of the contract terms and conditions.

C.9.5.2. The Customer should base their purchasing decision on the best value offered by a vendor. Careful evaluation of the pricing, services available, and comparison of product and options and accessories specifications are the responsibility of the customer. For auditing purposes all documentation concerning the selection of the product should be maintained in the customer's purchasing files.

C.9.6. Material Safety Data Sheets

C.9.6.1. Vendor 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.9.7. Catalogs and Price Sheets

C.9.7.1. Vendors shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.

C.9.8. Equipment Operation and Repair Manuals

C.9.8.1. 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. Invoices

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

C.10.1. Purchase order number if applicable.

C.10.2. Make, model, and VIN number of equipment.

C.10.3. Name of government entity.

C.10.4. Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.

C.10.5. 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.10.6. 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.10.7. Name of company who provided the products/services.

C.10.8. Payment remittance address.

C.10.9. 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.10.10. 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.11. Payment

C.11.1. Payment method by State Agencies will be the effective state wide fleet fuel and maintenance card, the State purchase card, Lease-Purchase, or Purchase Orders.

C.11.2. Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in C.11.1 above or other purchasing methods, such as lease-purchase, as allowed by their purchasing guidelines, regulations or statutory mandates.

C.12. 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.13. Late Payment to Vendors

Late payments made by Government entities who sell to State Agencies are addressed in the Prompt Payment Rules derived from Titles 62, Section 41.4a and 4b and 74, Section 840.14. The new interest rates are published on the Office of Management & Enterprises website.

C.14. Delivery

- C.14.1.** 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 Vendor. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
- C.14.2.** 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 Vendor until delivered and accepted.
- C.14.2.1.** 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 Vendor'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.14.3.** Delivery on parts is to be made within 30 days.
- C.14.4.** 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.15. Training

- C.15.1.** Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

C.16. Price Adjustments

- C.16.1.** 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 Vendor can be increased during the contract period at any time.
- C.16.2.** 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.16.3.** 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.
- C.16.4.** Vendors are to include information concerning their return policy and any special added value considerations.
- C.16.5.** See C.9.4 concerning trade-in allowances.

C.17. Allowable Charges

- C.17.1.** Freight/Shipping/Set-up Fees.
- C.17.2.** Delivery is to be FOB Destination (of ordering entity) freight collect.
- C.17.3.** Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.
- C.17.4.** 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.17.5.** Allied and incidental items requested by customers to comply with their needs and with state or other government regulations. 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.17.6.** Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract vendor that are requested by the customer to complete the purchase of equipment awarded on contract.
- C.17.7.** Unpublished or non-contract options required to complete a product ordered.
- C.17.8. New Products**
 - C.17.8.1.** 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.17.8.2.** Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.
- C.17.9. Discontinued Products**
 - C.17.9.1.** Vendors are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.

D. EVALUATION

- D.1. Price (Discount offered)**
- D.2. Compliance with submission of Solicitation Requirements**
- D.3. Negotiations**
- D.4. Past Performance and compliance (usage reports, contract management fees)**

The State reserves the right to negotiate with one or more Contractors before award is made. Central Purchasing may negotiate any and all content of the proposal.

E. INSTRUCTIONS TO VENDOR

Please carefully read all the Sections of this solicitation as your response indicates your understanding of what is requested.

Section "A" is standard terms for all Central Purchasing Contracts

Section "B" contains terms specific to this contract. Section "B" may contain terms that take precedence over the terms in Section "A". See Section A.29.

Section "C" is the scope of work for this contract.

Section "H" Price and Cost. There are attachments for pricing. You will not have to fill out pricing on every attachment unless you sell all the equipment we are requesting. You only have to return the attachments for the equipment you sell. You DO have to fill out and return all of the rest of the documents.

You can submit pricing already figured with the discount if you wish as long as you do state the discount used to figure the price.

If you have questions, you must submit them by the date and time noted on the first page of the solicitation documents.

You can but you do not have to submit electronic brochures for the equipment you are 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.

F. CHECKLIST

Copy of Workman's Comp Insurance Policy

All return of merchandise policies

Warranty Information including value added offers such as an extended warranty for customers of this contract.

Any value-added offers

Training plan offered with sales

A current, dated, and signed letter of authorization from the manufacturer

If a manufacturer submitting a response, a list of certified dealers within the State of Oklahoma authorized to sell and service your products
Copy of Oklahoma Motor Vehicle Commission license if applicable to the products you sell.
Copy of Certificate of Good Standing (If required to be registered with the Secretary of State of Oklahoma)
Attachments

G. OTHER

None

H. PRICE AND COST

The State of Oklahoma is requesting pricing for Garbage Trucks. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured, as long as the discount is clearly stated as well as the pricing minus the discount. Also, please provide the current manufacturer's price list used as a basis for the pricing schedules if you submit pricing with the discount already figured in. Attachments have been provided in Microsoft Word and Adobe PDF.

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Vendors may submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

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.) You will be expected to provide brochures and descriptive literature to those customers who request it and the contracting officer responsible for the maintenance of the contract. Although you will not be required to send actual pricing sheets as the prices are updated, you will be required to notify the contracting officer when there are price changes and a note will be made to the website where your contract will be located.

The Vendor will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

Website: _____

Log-in required? Yes No

Government entities who will be buying from this contract will be expected to provide their accounting offices with a pricing sheet or pricing sheet reference date at the time they prepare their payment method. This pricing sheet will clearly state the Price Book/Catalog Number and Date. This sheet is to be attached to the quote provided by the Vendor. The quote will reference the Statewide contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the quote as separate line items.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

OEM Repair Parts: _____% **After Market Parts:** _____%

Extra manuals, warranties and tools:

Electronic (cd, dvd) Repair Parts manual: _____% **"Hard Copy" Repair parts manual:** _____%

Electronic (cd, dvd) Operator Manual: _____%

“Hard Copy” Operator’s manual: _____%

Electronic (cd, dvd) Service Manual: _____%

‘Hard Copy” Service Manual: _____%

Extended Warranty offered? _____Yes _____No
warranty purchase. Discount offered _____%

If yes, please attach information for the extended