## OEM HEAVY DUTY PARTS SPECIFICATIONS – PART 1

1. **SPECIFICATIONS:** Parts will be the brand(s) and items used by the manufacturer as original equipment, and as included in the latest Manufacture's Price List. No aftermarket parts are covered in this contract except as they appear on the Manufacturer's Price list. Unless specified by the ordering facility all items shall be NEW. Remanufactured or rebuilt parts shall be allowable as they are included in the manufacture's price list, however, the ordering facility shall agree that they are ordering rebuilt or remanufactured items.

2. **DELIVERIES:** Terms are "F.O.B. DESTINATION" for all deliveries. Bid prices shall include all transportation, delivery and handling charges.

Same day delivery shall be preferable however; all articles ordered before 12:00pm from this contract shall be delivered within twenty-four (24) hours after receipt of Purchase Order or P-Card Order, unless agreed to by the Purchasing Entity. Contractor shall agree with the Agency on suitable delivery time frame.

If the awarded vendor is unable to provide the part in the required time frame, the Agency may follow the DGS Procurement Handbook for vendor selection and award. The purchase can be made with "no waiver" required. However, the Agency must include documentation, such as an email from the supplier stating the non-availability of requested item(s) supporting this method for the purchase file.

3. **<u>MINIMUM ORDER/DELIVERY:</u>** No minimum order delivery is required.

4. **PRICE ADJUSTMENTS:** An Official Manufacturer Price List may be updated twice per year; on the date of the renewal and 6 months after the renewal.

The same percent Bid on the contractor's original bid sheet will be applied to the updated Official Manufacturer Price List. No change in the percent bid will be allowed throughout the term of the contract.

5. <u>E-CATALOG</u>: The Commonwealth may require the awarded bidder(s) to supply its price list/catalog and any updated price lists/catalogs in electronic format. Price lists/catalogs must be provided in one of the following formats: Word document, Excel spreadsheet, or PDF file on CD-ROM.

6. <u>ELIGIBILITY</u>: In order to be eligible for award, a bidder must be the manufacturer of offered products or an authorized dealer or supplier of manufacturer's products. If a bidder is not the manufacturer of offered products, bidder must include with its bid a letter signed by the manufacturer stating the bidder is authorized to sell the manufacturer's products. The manufacturer will honor any responsibilities under warranty for products sold by bidder, if bidder fails to perform such service. Bidders failing to provide signed, manufacturer's letter attesting to authorization to sell manufacturer's product may result in rejection of bid.

7. <u>METHOD OF AWARD:</u> Contracts for OEM Repair/Maintenance Parts, and OEM Engine Parts, will be awarded per Pennsylvania Department of Transportation (PennDOT) Districts per lot for the International, Mack, Sterling, Western Star, Cummins, Caterpillar, and Mercedes-Detroit Diesel lines. Districts will be awarded on the basis of most advantageous average percent bid per responsible bidder for the particular Lot in each district. You do not have to bid all districts; however, you must bid all items within a Lot to be eligible for award in that district. Please see "Bid Item" sheet for detailed instructions.

District 1- Crawford, Erie, Forest, Mercer, Venango, Warren District 2- Cameron, Centre, Clearfield, Clinton, Elk, Juniata, Mifflin, McKean, Potter District 3- Bradford, Columbia, Lycoming, Montour, Northumberland, Snyder, Sullivan, Tioga, Union District 4- Lackawanna, Luzerne, Pike, Susquehanna, Wayne, Wyoming District 5- Berks, Carbon, Lehigh, Monroe, Northampton, Schuylkill District 6- Bucks, Chester, Delaware, Montgomery, Philadelphia District 8- Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry, York District 9- Bedford, Blair, Cambria, Fulton, Huntingdon, Somerset District 10- Armstrong, Butler, Clarion, Indiana, Jefferson District 11- Allegheny, Beaver, Lawrence District 12- Fayette, Greene, Washington, Westmoreland

Contracts for new and remanufacturer engines will be a statewide award based on the most advantageous percent bid per responsible bidder.

8. <u>CORE CHARGES</u>: Core charges shall be net pricing, with no discount or mark-up applied. A copy of any invoice containing a core charge shall be provided to the facility at delivery regardless of invoicing for payment requirements.

It is preferable that the core be available for pick-up at the time of delivery of the replacement item. If this is not feasible, the using facility shall be responsible for the return of the core within ninety (90) days and any transportation costs if the return is not able to be accomplished by the vendor on a regularly scheduled stop. The contractor is not responsible for the cost of a second trip to pick up the core. Any core credit over 90 days post invoice date shall be at the discretion of the contractor, based on availability of credit from the manufacturer.

Credits for cores returned shall be in the same form as the original order. A P-card purchase shall have a P-card credit. If the original Invoice is from a PO, then the contractor shall issue a credit referencing the original PO and invoice.

If a core is found defective after a credit has been issued, the dealer shall provide proof of charge back from the manufacturer with the charge back to the using facility.

## 9. **POINT OF CONTACT:**

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