

REVISION #1 – 05 MARCH 2013

### SPECIFICATIONS – PART 1

1. **CONTRACT SCOPE/OVERVIEW:** This Bid No. 6100024278 will cover the requirements for all using Commonwealth agencies for Construction / Heavy-Duty type Power Equipment, as cited in this bid document's Bid Item Sheets.
2. **TERM OF CONTRACT:** The Contract shall commence on the Effective Date which shall be no earlier than October 1, 2013 and expire two (2) calendar years after contract effective date.
3. **PRE-BID CONFERENCE DATA:**

- **Date:** 13 March 2013
- **Time:** 1:00 PM to 3:00 PM (Harrisburg Local Time)
- **Location:** Department of General Services  
Bureau of Procurement  
Conference Room #1  
Forum Place, 6<sup>th</sup> Floor  
555 Walnut Street  
Harrisburg, PA 17101

**\*\* IMPORTANT NOTE\*\*** *Parking in the Forum Place Parking Garage is no longer available.* We apologize for any inconvenience this may cause. Please do not attempt to park in the Forum Place Garage. There is public parking in the Fifth Street Parking Garage which is located across the street from the Forum Place.

- **Agenda:**
  - > The conference will be an opportunity for all interested parties to meet with the Commodity Specialist and go over the bid document for complete understanding.
  - > It is requested that all interested parties review and familiarize themselves with the bid document prior to this conference.
  - > It is also requested that all attendees prepare initial questions in writing.
  - > Please keep in mind that, dependent on the scope of a question, any response at the conference may not be official until a solicitation addendum is uploaded to the Department of General Services's electronic copy of the bid solicitation (IFB).
- 4. **SECURITY:** No security/bonding is required for this project.
- 5. **BIDDING INSTRUCTIONS FOR THIS BID #6100024278:**
  - a. All Bidders will need to provide written certification, from the Original Equipment Manufacturer (OEM) stating that they, the bidder, are an authorized representative (i.e. dealer/reseller) for the OEM's equipment upon which they, the bidder, are bidding on.

SEE CERTIFICATION SHEET ATTACHED WITHIN THIS BID DOCUMENT TITLED "ORIGINAL EQUIPMENT MANUFACTURER'S (OEM'S) AUTHORIZATION TO BID CERTIFICATION".

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- b. The contract action to be derived from this bid action will be on a multiple award basis. Multiple award meaning that all Original Equipment Manufacturer's (OEM's) equipment, in accordance with Bid Item Sheet listings, may be awarded. However, only a maximum of two awards will be made representing any given OEM's "Powered Base Units" for any given item description. (See Tab #2 on the attachment document titled "Bid Item Sheet - Ag-Grounds Keeping - 2013").

In regards to the "Attachments and Implements" (See Tab #3 on the attachment document titled "Bid Item Sheet - Ag-Grounds Keeping - 2013"), award will be made to all bidders whose bid is determined to be both responsive and responsible.

In regards to the "Maintenance and Repair Parts" (See Tab #4 on the attachment document titled "Bid Item Sheet - Ag-Grounds Keeping - 2013"), contract award(s) for this section will only be made to contractors who have been awarded equipment under the "Powered Base Units" section of this bid solicitation.

If award is made, the Contract Awardees may then use their dealer/reseller network to market the contract. However, all orders shall be written & addressed to the Contract Awardee's single designated addressee and all invoicing and payments shall be transacted between the OEM's single designated point of contact for this contract.

Any business arrangement between the OEM and any of their authorized dealers/resellers is of minor concern to the Commonwealth as the ultimate responsibility for contract performance will remain with the contractor of record.

- c. All bidders shall provide a listing indicating all their authorized associate dealers that they intend to utilize in the performance of any contract awarded. Listing to be in accordance to the format as a per the IFB attachment document titled "Contractor Data Sheet".

It is to be understood that though associated dealers may be utilized in performance of this contract, all purchase orders and invoicing/payments will be made directly to the contractor of record.

- d. All bidders must provide referenced OEM's price list(s) in electronic format, preferable attached to the bid document. In a case where you choose to forward this data on Compact Disc (CD), these discs are to be sent via US Mail, FedEx, United Parcel Service (UPS), etc. to the following address:

Attention: Richard Woodworth  
Department of General Services  
Bureau of Procurement  
Forum Place, 6<sup>th</sup> Floor  
555 Walnut Street  
Harrisburg, PA 17101-1914

- e. Training and Labor Cost factors: All bidders shall indicate their "Per Hour" pricing on the IFB attachment document titled "Contractor Data Sheet". Listing to be in accordance to the format as a per the IFB attachment document titled "Contractor Data Sheet".

- 6. SPECIFICATIONS:** All items to be provided, against any purchase order from any contract resulting from this bid action, shall be in accordance to the Original Equipment Manufacturer's (OEM's) standard commercial specifications, to include all warranties.

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*Extended warranties that may be available from the OEM may be purchased in accordance with the OEM's published normal commercial warranty rate schedule.*

Regarding warranty requirements – Clause titled “V.9 CONTRACT-008.1a Warranty. (Oct 2006)”, located on page #18 of the Invitation for Bid (IFB) attachment document titled “Terms and Conditions Document”, shall stand as is.

On all contracts that may be awarded there will be a line item with the following option listed:

**GENERAL WARRANTY REQUIREMENTS**

If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement, **without deductibles** during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty. All warranty policies shall be from the OEM and repairs shall be made at any authorized OEM warranty repair facility. Multiple repair facilities shall be located regionally around the State to support warrantable repairs.

The construction and agricultural equipment manufacturer's service and warranty program for full machine (“bumper to bumper”) shall be for a minimum of two (2) years or four thousand (4,000) hours whichever first occurs.

**NOTE:** If the ordering entity has a desire for this additional coverage, the ordering entity must request and the contractor shall supply this cost to the ordering entity (if this option is available) prior to the contractor accepting and processing any such purchase order against the contract.

7. **TRAINING/INSTRUCTION:** All contract awardees shall be responsible for being able to provide equipment training & instruction when deemed necessary. These services, when required, are to be in accordance with the OEM's and/or Contractor's published normal commercial rate schedule.

**NOTE:** Keep in mind that these services are those that go beyond the contractor's normal commercial delivery and set-up services, which are already included in the unit price.

8. **MANUALS:** The following manuals shall be supplied, as applicable, with each item delivered to the ordering agency -
  - a. One (1) Operators Manual
  - b. One (1) Parts Manual

The manuals listed shall be OEM publications supplemented with technical manuals for all components as published by sub-contractors.

Electronic formatted manuals on CD or online at manufacturer's website may be supplied in lieu of paper manuals.

9. **DELIVERY:** The contractor is to deliver all units within sixty (60) calendar days for small unit items (i.e. attachments; etc.) and within one-hundred fifty (150) calendar days for all larger unit items (i.e. loaders, excavators, graders, etc.) after receipt of a purchase order

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issued against the contract. It shall be assumed by all parties that the contractor received the purchase order on the third business day following the date on the purchase order, unless the contractor provides credible evidence that the order was received on a later date.

If delivery time may exceed these cited time frames, then the contractor shall notify the ordering agency, before processing the purchase order. The contractor shall then only proceed with the order after receiving written authorization from the ordering agency.

10. **BACK-ORDERS AND ORDER STATUS:** All ordering agencies should ask for and all contractors shall provide, when requested, the back-order expectation and/or back-order status for any item ordered from the contract.
11. **SHIPPING:** Shall be in accordance with normal industry standards and at FOB Destination terms. The contractor may add and prepay shipping costs, **BUT** this cost and action must be made known **IN WRITING** to the ordering agency **PRIOR TO** the contractor accepting and processing any such purchase order against the contract.
12. **MINIMUM ORDER:** The minimum required order, by an ordering agency, for using the contract shall be \$5,000.00.

For items/orders under \$5,000.00 in value, if the ordering agency and the contractor reach a bilateral agreement to do so **AND** the contractor agrees to abide by all the other contract terms & conditions, the ordering agency may issue a purchase order against the contract.

13. **OPTION TO RENEW:** The contract or any part of the contract may be renewed for an additional one (1) year term, by mutual agreement between the Commonwealth and the Contractor(s). If the Contract is renewed, the same terms and conditions shall apply. Such renewals shall be limited to three (3) one (1) year renewal terms. (i.e. Initial two {2} year period + three {3} one {1} year renewal periods = five {5} years Total).

14. **ECONOMIC PRICE ADJUSTMENT:**

- a. The Contractor warrants that the unit price stated for the contract line items, awarded to them, is not in excess of the Contractor's normal commercial pricing, in effect on the date set for opening of bids. All contract prices shall be firm against modification for the first 6 calendar months from the effective date of the contract.
- b. At the end of the first 6 calendar months of the initial contract, the Contractor of Record may submit a request in writing, whenever the OEM's Manufactures Suggested List Price price-list is issued for revision, to the Department of General Services, Bureau of Procurement for price-list revision. The Commonwealth reserves the right to accept or reject the requested price-list revision. The Commonwealth also reserves the right to cancel the contract.
- c. Acceptance/rejection/cancellation action by the Commonwealth to occur not later than fifteen (15) business days after receipt by the Department of General Services, Bureau of Procurement of a properly documented request for the price-list revision. Any price-list revision, that is accepted, shall become effective not later than thirty (30) calendar days after the expiration of the original fifteen (15) business day period reserved to evaluate the request for increase.
- d. Invoicing and Payment Amounts: It shall be understood that orders will be invoiced at the applicable contract price in effect on the date that the purchase order is placed.

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- e. In the event of model number updates (new item, discontinued items, revised model numbers, etc), the Contractor shall supply, in writing, all such data.

15. **TRADE-IN OF EQUIPMENT:** Trade-in of equipment will be acceptable subject to the following terms and conditions:

- a. State Agencies: Trade-in action to be in accordance with Part II Chapter 16 of the Commonwealth's Procurement Handbook.
- b. COSTARS (Piggy Backers): Trade-in action to be in accordance with COSTARS/Piggy Backer's local rules/regulations and procedures.

**NOTE:** Contractors are not obligated to accept trade-in equipment. This clause merely allows for trade-in equipment, and covers the process, should the ordering entity and the Contractor reach a mutual agreement to allow for a trade-in.

16. **INSTALLMENT PURCHASE AGREEMENT:** Installment purchases of equipment will be acceptable subject to the following terms and conditions:

- a. State Agencies: Installment Purchase Agreement action to be in accordance with Part II Chapter 12 "Procurement of Equipment Through Rental, Lease, Lease with Purchase Option, or Installment Purchase" section of the Commonwealth's Procurement Handbook. Purchase orders for Installment Purchases to include the document titled "Installment Purchase Agreement" (GSPUR-90 {Rev 92-94}).
- b. COSTARS (Piggy Backers): Installment purchase action to be in accordance with COSTARS/Piggy Backer's local rules/regulations and procedures.

**NOTE:** Contractors are not obligated to provide for installment purchase agreements. This clause merely allows for Installment Purchase Agreements, and covers the process, should the ordering entity and the Contractor reach a mutual agreement to allow for an installment purchase agreement transaction.

17. **DEMONSTRATOR UNITS:**

Demonstrator units may be purchased under this contract if they meet the following criteria:

- New and untitled
- Price reduction over contract pricing
- Minimal hours/miles on the unit
- Full warranty coverage starting with agency acceptance of the unit

18. **CLAIFICATIONS TO TERMS and CONDITIONS DOCUMENT:**

**EXCEPTIONS and/or CONDITIONING OF BIDS:** See the following in the "Terms and Conditions" document –

➤ **Page # 3**

**I.4 IFB-009.1 Questions (Nov. 2006)**

Any questions concerning conditions and specifications must be directed to the Issuing Office.

➤ **Page #3**

**I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)**

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- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival. Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.
- c. Bids must be firm. **If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB Form, it shall be rejected.** The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

19. **INQUIRIES:** Direct all questions concerning this Invitation for Bid solicitation to

Richard H. Woodworth, Commodity Specialist (YT2)

Telephone: 717-787-4103

FAX: 717-783-6241

E-Mail: [rwoodworth@pa.gov](mailto:rwoodworth@pa.gov)

**NOTE:** In the event that the Department of General Services, Bureau of Procurement deems a "face-to-face/sit-down" meeting to be a necessity, the contract awardees do hereby agree to have appropriate contractor personnel available and present for such meeting.

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