

SPECIFICATIONS – PART 1

CONTRACT SCOPE/OVERVIEW:

Any contract resulting from this Commonwealth Bid will cover the requirements of all Commonwealth using agencies for Surveying Instruments and Accessories included in the Equipment Categories cited in the Bid Item Sheet.

The contract action to be derived from this bid action will be on best discount offered per OEM Line. Discount to be offered on manufacturer's current price list.

Any Original Equipment Manufacturer's (OEM's) price list bid for any given Equipment Category on the Bid Item Sheet shall be a complete price list and shall include the manufacturer's full product line (Surveying Instruments/base units and Accessories) for the subject Equipment Category.

For the purposes of this contract "Accessories" shall be defined to include but not be limited to:

- Associated components, equipment/parts, software, supplies and options.
- Hardware and software maintenance, maintenance extensions, extended warranties, technical support, consultation, and customer care packages.
- Subscriptions to global positioning systems (GPS) and real-time corrections (i.e. RTK and VRS) services and networks and associated installation, commissioning and training.
- Educator Bundles
- Additional Training

NOTE: Bids for "Accessories" only will not be accepted.

The following are specifically excluded from this bid action and any resulting contract:

- Recreational Grade GPS (i.e. Vehicle Navigation units and Recreational Grade Handheld units).

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All items provided against any purchase order, from any contract resulting from this bid action, must be NEW (not demonstrator, rebuilt, reconditioned, refurbished, remanufactured, or used items) and shall be in accordance with the Original Equipment Manufacturer's (OEM's) standard commercial specifications and include a minimum of one (1) year warranty coverage.

A Contract Awardee shall be required to deliver and if applicable, assemble, set-up and demonstrate the equipment provided against any purchase order from any contract they receive as a result of this bid action. Applicable operator and maintenance manuals shall also be provided by the Contractor for all delivered contract items.

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ELIGIBILITY:

In order to be eligible for award, a bidder must comply with the following:

- 1) A bidder must be the manufacturer of the products being offered, or an authorized representative (i.e. dealer/reseller) of the manufacturer's products being offered.
- 2) 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. Certifications should be on OEM's letterhead.

Dealers/resellers who fail to provide a signed "Original Equipment Manufacturer's (OEM's) Authorization to Bid Certification" document for any manufacturer's product bid may have their bid rejected.

- 3) Bidders need to complete and electronically attach the document entitled "Contractor Data Sheet" to their bid. Bidders shall fill in their company's contact person information and, if applicable, provide a listing of all their authorized associated dealers including contact person information, which they intend to utilize in the marketing and performance of any contract awarded.

It is to be understood that any Contract Awardee, henceforth referred to as a Contractor of Record, may utilize their authorized associated dealers in the marketing and performance of the awarded contract. However, all purchase orders and payments will be made directly to the Contractor of Record and all invoices must be issued by the Contractor of Record.

Any business arrangement between any Contractor of Record and any of their authorized associated dealers is of minor concern to the Commonwealth as the ultimate responsibility for contract performance will remain with the Contractor of Record.

- 4) Bidders must provide their Pricing on a percentage discount from manufacturer's price list basis for each of the Equipment Categories that they are bidding on this IFB by downloading, completing, and electronically attaching the document entitled "Bid Item Sheet" to their bid. See the BID ITEM SHEET - SINGLE DISCOUNT section of this document.

The bidder warrants that the net discounted pricing bid is not in excess of their company's normal commercial pricing.

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The Bid Item Sheet is an unprotected Excel file and, after you have completed it electronically, it needs to be saved and uploaded to your bid as such. DO NOT protect, scan (PDF), or upload the Bid Item Sheet to your bid in any other file format than Excel.

- 5) Bidders shall attach an electronic copy of each OEM Price List referenced on their Bid Item Sheet to their electronic bid for the sole purpose of providing a reference to the various items on the price list and the manufacturer's price for each item. All OEM price lists must be identified by name and effective date and, when the electronic document is opened, the price list name and effective date should be indicated on the title page, index, and/or individual pages of the price list.

Any reference, which may appear on any price list, to any commercial terms and conditions such as F.O.B. shipping point, minimum order, ordering instructions, payment terms, prices subject to change, etc will not be part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth.

Any Original Equipment Manufacturer's (OEM's) price list bid for any given Equipment Category on the Bid Item Sheet shall be a complete price list and shall include the manufacturer's full product line (Surveying Instruments/base units and Accessories) for the subject Equipment Category.

AWARDS:

Only a single award will be made in each Equipment Category for any given Original Equipment Manufacturer's (OEM's) full product line. The award will be based on the greatest discount from the manufacturer's most recent, official, dated and published suggested retail price list.

The contract action to be derived from this bid action will be on best discount offered per OEM Line. Discount to be offered on manufacturer's current price list.

Any Original Equipment Manufacturer's (OEM's) price list bid for any given Equipment Category on the Bid Item Sheet shall be a complete price list and shall include the manufacturer's full product line (Surveying Instruments/base units and Accessories) for the subject Equipment Category.

NOTE: Bids for Accessories only will not be accepted.

The Commonwealth reserves the right to reject any price list bid (or portion thereof) that it deems to be outside the scope of the Equipment Category that it was bid under.

BID ITEM SHEET - SINGLE DISCOUNT:

Bidders must provide their Pricing on a percentage discount from manufacturer's price list basis for each of the Equipment Categories that they are bidding on this IFB by downloading, completing, and electronically attaching the document entitled "Bid Item Sheet" to their bid.

Only one discount (single discount) will be accepted for any given manufacturer's full product line/price list bid for an individual Equipment Category. Multiple discounts on any given manufacturer's full product line/price list bid for an individual Equipment Category must be averaged or the bid may be rejected.

The percentage discount from the appropriate price list must be a numeric figure and contain not more than two (2) digits to the right of the decimal point. An example of an entry for Percent Discount from List Pricing would be 26.25%

NOTE: If a bidder disregards the above and offers multiple discounts on any given manufacturer's full product line/price list bid for an individual Equipment Category, the Commonwealth will accept the greatest discount offered and apply it to the entire subject Equipment Category for that manufacturer.

Bidders shall not cite specific model numbers anywhere on the Bid Item Sheet (you are bidding a percentage discount from a manufacturer's complete price list/full product line by equipment category).

Bidders may not add any new Equipment Categories or modify the names of any of the Equipment Categories listed on the original Bid Item Sheet. If this occurs no award will be made in any such newly created or altered Equipment Category and your bid response could be rejected as a conditioned bid.

DELIVERY:

It is understood that all net discounted pricing bid and awarded is at FOB DESTINATION delivered pricing and includes all applicable costs for delivery, shipping and handling, assembly, set-up, demonstration, and operator and maintenance manuals to any using agency within the Commonwealth of Pennsylvania. Failure to provide these services may be determined to be breach of contract.

Items ordered from this contract shall be delivered within a reasonable time period, not to exceed thirty (30) calendar days after receipt of the purchase order by the Contractor of Record unless otherwise mutually agreed to, in writing, by the using agency and the Contractor of Record. In the event that delivery would be projected to exceed the thirty (30) calendar day time period, or other mutually agreed to time period, it is imperative that the Contractor of Record notifies the ordering agency immediately at which time the ordering agency may make determination to allow

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delivery time frame extension or to cancel the order. The Contractor of Record shall proceed with the order only after receiving written authorization from the ordering agency.

ADDITIONAL TRAINING:

All contract awardees shall be responsible for providing additional equipment training when deemed necessary. Pricing for this service, when required, is to be in accordance with the OEM's awarded price list less the awarded contract percentage discount. If Additional Training is not included in the OEM's awarded pricelist, the pricing shall be in accordance with the OEM's and/or Contractor's published normal commercial training rate schedule.

Let it be understood that this service goes beyond normal commercial delivery, assembly, set-up and demonstrate services, which are already included in the net discounted pricing bid.

WARRANTY:

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials for a minimum period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. During the warranty period, the Contractor agrees to repair, replace, or otherwise correct any problem with the delivered item without charge to the Commonwealth. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

If the manufacturer's standard warranty exceeds the minimum one (1) year warranty described above, the manufacturer's standard warranty shall apply.

Warranty service may be performed at the Using Agency Site or at the Contractor's Service Center, however, the Contractor shall be responsible for all travel time, removal, shipping, transportation, and installation costs involved with the repair or replacement. All parts removed shall become the property of the Contractor.

OPTION FOR EXTENDED WARRANTY:

Optional Extended Warranties that may be available from the OEM may be purchased. Pricing is to be in accordance with the OEM's awarded price list less the awarded contract percentage discount. If Extended Warranty is not included in the OEM's awarded pricelist, the pricing shall be in accordance with the OEM's published normal commercial extended warranty rate schedule.

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MINIMUM ORDER:

A minimum order of \$750.00 is required to use the contract.

However, the contract may be used for orders under \$750.00 in value if the ordering agency and the awarded contractor reach a bilateral agreement to do so AND the awarded contractor agrees to abide by all the other contract terms and conditions.

CONTRACT PRICING :

The Purchaser's/Commonwealth's net discounted purchase price for awarded equipment, accessories, and services shall be determined by applying the awarded Contract percentage discount to the applicable OEM's published price list in effect at the time the order is placed.

The contract action to be derived from this bid action will be on best discount offered per OEM Line. Discount to be offered on manufacturer's current price list.

The net discounted purchase price shall represent the maximum or ceiling price that a contract awardee may charge. However, during the contract period, a contract awardee may subsequently offer/quote Purchasers an additional level of price discount (i.e. volume orders, promotional programs, and/or voluntary discounts) at the time that the Purchaser requests a quote for a specific requirement.

The awarded Contractors' percentage discounts from the OEM's price lists shall remain firm for the entire contract period (the initial year plus any and all renewal periods).

UPDATING & MAINTAINING PRICE LISTS:

The original equipment manufacturer (OEM) may update their current published price lists at any time during the contract period in order to:

- Reflect manufacturer's price changes.
- Delete discontinued products.
- Add new equipment, accessories, and services that fall within the applicable Equipment Category(s).

Suppliers must provide a copy of all pricing pages when contacted by agencies for quotes to create purchase orders.

TRADE-IN OF EQUIPMENT:

Trade-in of equipment will be acceptable, subject to the following:

State Agencies: Trade-in action to be in accordance with Part II, Chapter 16 of the Commonwealth's Procurement Handbook.

COSTARS Members: Equipment trade-ins are allowed, if mutually agreed to by the awarded Contractor who must be participating in COSTARS (see the COSTARS column of the contract listing on the PA eMarketplace website www.emarketplace.state.pa.us) and the COSTARS Member. The trade-in action must also be in accordance with the awarded contractor's company policy and the COSTARS Member's local procurement rules, regulations, and procedures.

INQUIRIES:

Direct all questions concerning this Invitation for Bid to:

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