

## **CONSTRUCTION HEAVY DUTY TYPE POWER EQUIPMENT SPECIFICATIONS**

1. **CONTRACT SCOPE/OVERVIEW:** This Bid 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. **BIDDING INSTRUCTIONS:**

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. Certifications should be on OEM's letterhead.

b. 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. (See Tab #2 on the attachment document titled "Bid Item Sheet – Cons. HD Power Eqpt.").

In regard to the "Attachments and Implements" (See Tab #3 on the attachment document titled "Bid Item Sheet – Cons. HD Power Eqpt."), award will be made to all bidders whose bid is determined to be both responsive and responsible. Suppliers must provide a copy of all pricing pages when contacted by agencies for quotes to create purchase orders. All manufacturer lines being represented must be included on this page.

Equipment ordered by PENNDOT is required to have additional safety features, these safety features can vary from equipment to equipment. Examples of additional safety features could be but not inclusive: all steps must have a serrated edge, first-aid kits, 7-way round pin type trailer plug, fire extinguisher rechargeable with vehicle mounts, PENNDOT yellow paint, Suppliers should provide a price breakdown of all requested items.

In regard to the "Maintenance and Repair Parts" (See Tab #4 on the attachment document titled "Bid Item Sheet – Cons. HD Power Eqpt."), 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 must be able to supply the entire Commonwealth. 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. Training and Hourly Labor Rate: All bidders shall indicate their "Per Hour" pricing on the IFB attachment document titled "Contractor Data Sheet"

e. Pre-delivery Inspection and Set-up: All bidder shall indicate their "Per Hour" pricing on the IFB attachment document titled "Contractor Data Sheet".

3. **SPECIFICATIONS:**

1) All items to be provided, against any purchase order from any contract resulting from this bid action, shall be in accordance with:

- a) The applicable Categories listed in the Bid Item Sheet.
- b) Pennsylvania Department of General Services, PCID NO. 1075, "*General Requirements for Bidding PennDOT Vehicles/Equipment*", Eff. 01/29/20.
- c) Pennsylvania Department of General Services, PCID NO. 1067, "*General Requirements for Bidding PennDOT Delivery of Vehicles*", Eff. 08/09/14.

Extended warranties that may be available from the OEM may be purchased in accordance with the OEM's published normal commercial warranty rate schedule at time of base unit procurement.

4. **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.

5. **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.

All manuals shall be supplied paper and electronically on a USB thumb drive in PDF format.

6. **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 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.

7. **SHIPPING/PRE-DELIVERY INSPECTION/SETUP:** 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.

Pre-delivery inspection to include unloading/unpacking equipment, assembly of unit if necessary, safety inspection of unit, adding of fluids, operational check of unit, assembly of additional accessories, etc.

8. **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.

9. **INSTALLMENT PURCHASE / RENTAL AGREEMENT:** Installment purchase/rental 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.
  - b. COSTARS (Piggy Backers): Installment purchase/rental 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/rentals. This clause merely allows for Installment Purchase Agreements/Rentals, and covers the process, should the ordering entity and the Contractor reach a mutual agreement to allow for an installment purchase/rental agreement transaction.

10. **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

11. **FREIGHT:**

This line item has been added to the contract, and may be utilized for just that, freight only

**But all freight must be disclosed on quote with prior approval before a PO is cut**

12. **PRICE LIST:**

**Suppliers must use their most current price list when contacted by Agencies for quotes to create Purchase Orders and/or P-Card Purchases.**

**The awarded suppliers' percentage discounts shall remain firm for the entire contract period (the initial year plus any, and all renewal periods).**

**You may offer a deeper discount at any time but cannot go lower than original discount at any time.**

**Contact for DGS:**

Lisa Vega, Commodity Specialist  
Phone: 717-346-4290  
E-Mail: lvega@pa.gov