

**Request for Proposals for  
Heavy Construction and Industrial Equipment**

Issued by the **State of Oklahoma**  
**Solicitation Number OK-MA-192-23,**

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## **Attachment B SCOPE OF WORK**

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractor will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide interested Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

### **I. Master Agreement Objectives**

The State of Oklahoma, (Office of Management & Enterprise Services (OMES), Central Purchasing (Lead State) is requesting proposals for Heavy Construction and Industrial Equipment in furtherance of the NASPO ValuePoint Cooperative Purchasing Program.

The objective of this RFP is to obtain best value, competitive proposal requirements, and to receive collective volume purchasing by all government entities through the NASPO ValuePoint Cooperative Purchasing Program, which creates more favorable pricing than is obtainable by an individual state or local government entities.

### **II. Master Agreement Deliverables**

#### **1. Product Categories**

##### **A. Heavy Construction Equipment**

The award of this RFP will cover categories which contain heavy construction equipment, such as Articulated Dump Haulers, Articulated Haulers, Backhoes, Cold Planers, Compactors- Road and Asphalt, Dozers, Motor Graders, Pavers, Reclaimers, Site Dumpers, Skid Steers, Telehandlers, Track Excavators, Tracked Loaders, Wheel Loaders, Wheeled Excavator and Sweeper Equipment - Mechanical, Airport/Runway, Walk Behind, Riding, Parking Lot, Sidewalk Sweeping Equipment Asphalt Distributor, Chip Spreader, Crack Router/Sealant, Ditcher, Emulsion Tank, Patch Truck, Patchers, Road Widener, Scraper, Screed, Sprayer / Water Truck / Water Tank, and Stabilizer.

##### **B: Industrial Equipment**

To compliment this offering, industrial equipment will contain equipment such as Air Compressors, Back Up Battery Packs, Generators, Forklifts, Light Towers, Portable Generators, and pull-behind portable solar charging stations.

##### **C. Value Added Option for Additional Equipment**

Attachment L allows Offerors to offer their most frequently purchased items or special contract listings for this award as a value add. These items will hold cost for the first initial period of the contract. This attachment will be included in the evaluation. In addition, Offerors may offer as a value add to this award, other equipment and / or categories which fall under the general guidelines of these equipment types. Subject to Participating Entity approval, these value-add options may or may not be ultimately exercised at the participating addendum level. This may be an emerging technology in equipment or general enhancements such as, Brooms, Conveyers (Drum, Single, Double, Combi, Stati), Melter, Mills, Mixers,

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Oil Distributor, Rollers, Remote Control, Automation, Safety Features, and Alternative Fuel Options. Special financing and or leasing options should also be listed here.

**III. Contractor Responsibilities and Tasks**

**1. Authorized Dealers / Distributors**

Only manufacturer Offerors with strong dealer networks in multiple states are asked to respond directly to this RFP and will be named on the award of the Master Agreement. The awardees of the resulting Master Agreements will be responsible for all reporting, management fees required, and the individual Participating Addendums executed.

The manufacturer will offer users of this contract set discount levels, which may be sold and serviced at the dealer level. Any interested equipment dealer is highly encouraged to connect with their manufacturer and ensure they have been named as an authorized dealer / distributor. Attachment M, Distributors by State, does list authorized dealer / distributors and will be part of the evaluation process to ensure adequate local supply is addressed as well as shipping and delivery options.

**2. Insurance**

Offerors shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

**A.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$5 million per occurrence.
- (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

**B.** Offeror / Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

**C.** Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

**D.** Coverage and limits shall not limit Contractor's liability and obligations under this

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Master Agreement, any Participating Addendum, or any Purchase Order.

**3. Licensing**

**A.** Sales of motor vehicles are subject to state Motor Vehicle Statutes. Offeror certifies by submission of a response that all required Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses, if requested, will be submitted with the states' participating addendums.

**B.** License requirements for states participating in the contract will be addressed in each state's participating addendum.

**C.** It is the Contractor's responsibility to keep all required Motor Vehicle licensing current during the term of the contract and to furnish copies at any time upon request by the contract administrator. If the Contractor 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 may be made only with properly licensed Motor Vehicle Dealers.

**4. Ordering**

**A.** No minimum orders will be considered under this Contract. Please see the pricing attachment for value-added incentive volume discount request.

**B.** Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Contractor's manufacturer/dealer for the basic equipment being purchased. Contractor shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

**C.** Any trade-in allowances determined by the Contractor shall be deducted from the established current price before 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. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

**5. Changes in Contractor Contact**

The Contractor shall 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 of the Contract. The Contracting Officer shall be able to contact the Contractor at all times during business hours.

**6. Contract Provisions for Orders Utilizing Federal Funds.**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

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**7. Warranty-Equipment/Options/Accessories/Attachments**

- A.** The Contractor 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 by any other clause of this Contract.
- B.** The Contractor warrants that at the time of delivery, all equipment 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.** All warranty work performed, and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Purchasing Entity contact person prior to installation.
- D.** Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the Purchasing Entity.
- E.** Offeror shall furnish a copy of their warranty applicable for the equipment.  
All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- F.** Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Purchasing Entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:
- (1) Name of Purchasing Entity and division, if applicable. Make, Model, and VIN of equipment Control number of Purchasing Entity (Inventory number)
- G.** Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.
- H.** The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
- I.** All persons utilized in the performance of this contract shall be authorized by the Contractor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.
- J.** Equipment that will remain in the Contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor shall be responsible for the proper care and custody of any state-owned equipment in the Contractor's possession.

**8. Quality of Parts**

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- A.** Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Purchasing Entity contact person.
- B.** After Market Repair parts must be equal to or exceed Contractor's original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.
- C.** All rebuilt or remanufactured parts must meet the same requirements as listed above.
- D.** Some repair parts may be required to be original equipment manufactured repair parts. Contractor's dealers' network must carry a complete line of OEM parts for all models of equipment they carry.
- E.** Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

**9. Warranty/Buy Back**

Contractor is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the ordering entity. A copy of the Warranty shall be included for replacement parts purchased.

**10. Repair Facilities**

Repair facilities that will perform the warranty work of items under this Contract shall be identified as listed on the Contractor's dealer network. As the manufacturer, the Contractor is responsible for ensuring that the facilities adhere to the contract requirements for warranty work performance.

**11. Freight/Shipping/Set-up Fees**

- A.** Freight from the factory to the distributor is the responsibility of the Contractor. Freight from the distributor to the customer is an allowable charge.
- B.** Delivery is to be FOB Destination (of ordering entity) freight collect
- C.** 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.

**12. Delivery**

- A.** Delivery of equipment shall be stated in each quotation. It is preferable to expect delivery within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Contractor due to current market status. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
- B.** All equipment shall be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Contractor until delivered and accepted.
- C.** Delivery shall be made in accordance with instructions on the purchase order from each Purchasing Entity. If there is a discrepancy between the purchase order and what is listed on the

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contract, the Contractor shall seek clarification from the ordering party and/or the Contracting Officer.

**D.** Delivery on parts is to be made within 30 days or otherwise stated in quotation.

**E.** 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.

**F.** All ordering entities will have the option to pick up their equipment from the dealer.

**13. Price Adjustments**

The Contract price shall be the most current Contractor's Manufacturer's Suggested Retail Price (MSRP) in effect at the time the order is placed less the discount percentage offered. This allows for market fluctuations to take place while the discount percentage must remain stable.

The Contractor will be required to notify the Contracting Officer (Lead State) for review and approval when new pricing updates occur and an explanation of what has prompted the change as well as documentation to support the price increase. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

Price Established at Time of Order. Pricing is established at the time an order is placed by a public entity with the Contractor. No retroactive price increases will be allowed, nor will price increases be allowed at time of delivery.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

**14. New Products**

New Products may be added to the awarded categories as they are introduced as long as the products remain within the scope of that category. The quoted discount cannot be lowered throughout the Contract period.

**15. Discontinued Products**

Contractor is to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models to continue proper presentation on contract award posting.

**16. Price**

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The purpose of this competitive solicitation is to develop a category / catalog discount contract structure to provide for equipment to be made available for purchase. This allows for the most current model of equipment to be covered under this contract as equipment is introduced to stay with available market trends.

The pricing matrix is a percentage discount subtracted from the Contractor's Suggested Retail Price. Contractor can submit actual pricing schedules for their equipment with the percentage discount already figured, as long as the Contractor list price is stated first, then the discount, then the final discount price. If you have products that can be fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

The quoted discount percentage will be in affect the entire contract period. Additional or deeper discounts will be accepted, but original discount rates cannot be lowered.

**17. Value Added Contract Items**

Value Added Items have been included with Attachment I, Cost Proposal, within 2 tables titled:

- I.2 Heavy Equipment Value Add
- I.4 Industrial Equipment Value Add

As a value-added option, vendor may specify contract items which will qualify as priority, bestselling, higher usage items, or a special "hot" list or "contract offering" based on a deeper discount.

Due to the large variance of equipment available, and as the subject expert, the vendor may choose the items to offer.

This product listing will allow the vendor to represent the type, style, quality, and breadth of equipment options available if awarded.

This list will remain firm for the initial base year, with the option to refresh or revise the listing of contract special items on an annual basis at contract renewal periods.

Submission of items will be included in the total value-added scoring evaluation.

**Lead State Responsibilities and Tasks**

**Participating State Terms and Conditions. (ADMIN)**

As a courtesy to Offerors, some Participating States' specific Terms and Conditions are provided as Attachments (see Attachment E) to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.