

Scope of Work and Specifications

for

SWC246 All in One Boom Mower (Group One) and Specialty Tractor with Boom
Mower (Group Two)

All Manufacturer's Authorized Dealer(s) ("Contractor/s")

RFI 32110-11822

State of Tennessee (State)

Department of General Services

Central Procurement Office

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1.0 Overview

1.1 Purpose

The State of Tennessee (“State”) is seeking to establish a statewide contract to establish sources of supply for the acquisition of Specialty Tractors with Boom Mowers (Group One) and All in One Boom Mower (Group Two) or all state agencies, and other Authorized Users such as local governments and higher education institutions (See Terms and Condition Event 11545). This contract shall include equipment with factory installed options and parts.

1.1.1. Key Outcomes

The State wishes to contract with Manufacturer’s Authorized Dealer(s) (“Contractor/s”) whose responses best meet the key outcomes established in this section. In pursuing this contract, the State seeks to accomplish the following for Equipment, Highway (Group One) and Heavy (Group Two):

1. Establish a comprehensive, cost effective program for the acquisition of equipment, parts, and options.
2. Establish a broad network of dealerships, representing a broad spectrum of equipment manufacturers, able to meet stated needs.
3. Expand access to the entire lineup of manufacturer equipment makes and models.
4. Simplify pricing and contract terms to drive cost savings for equipment, parts, and options.

1.2 **Scope**

The scope covers all model year equipment under production or that will be placed into production by manufacturers under each manufacturer’s program. Specialty Tractors with Boom Mower (Group One) and All in One Boom Mower (Group Two) are the equipment types covered by this solicitation and any resulting contract. See the list below.

Specialty Tractor with Boom Mower (Group One)

Line	Equipment Type
1.	22' Gear Pump Boom Mower with Tractor
2.	22ft Piston Pump Boom Mower with Tractor
3.	24' Gear Pump Boom Mower with Tractor
4.	24-27 ft Extendable Boom Mower with Tractor
5.	27-30 ft Extendable Boom Mower with Tractor
6.	28' Gear Pump Boom Mower with Tractor
7.	60 in Double Deck Side Rotary with Tractor
8.	60 in Self Leveling Side Mower with Tractor
9.	60 in Self Leveling Side Flail with Tractor
10.	22' Gear Pump Boom Mower
11.	22ft Piston Pump Boom Mower
12.	24' Gear Pump Boom Mower
13.	24-27 ft Extendable Boom Mower
14.	27-30 ft Extendable Boom Mower
15.	28' Gear Pump Boom Mower
16.	60 in Double Deck Side Rotary
17.	60 in Self Leveling Side Mower
18.	60 in Self Leveling Side Flail

All in One Boom Mower (Group Two)

Line	Equipment Type
19.	All in One Boom Mowers (Specify Boom Reach from Centerline)
20..	All in One Boom Mowers (Specify Boom Reach from Centerline)
19.	All in One Boom Mowers (Specify Boom Reach from Centerline)
20..	All in One Boom Mowers (Specify Boom Reach from Centerline)
21.	All in One Boom Mowers (Specify Boom Reach from Centerline)

The introduction of any new applicable models or series by the manufacturer, not initially included in a contract shall be incorporated into the contract when introduced by the manufacturer per the MOU clause as outlined in the T&C’s

Leasing or rental of equipment is not a part of the scope and will not be part of the resulting contracts.

1.3 **Current Environment**

The following are estimates of what the State spent from February 2017 through March 2021. These estimates are based on previous usage and are not to be considered by the Manufacturer or Contractor as a commitment by the State to purchase any specific equipment.

Group 1 – Specialty Tractor with Boom Mower

Estimated Annual Spend	
Equipment	\$8,000,000.00

Group 2 – All in One Boom Mower

Estimated Annual Spend	
Equipment	N/A

2.0 General Requirements

2.1.1 Account Manager

Each Contractor shall be responsible for identifying a single point of contact that will be the Account Manager for the State contract. Contractor shall provide information for a secondary contact at their dealership who will act as a backup to the Account Manager should the Account Manager be unavailable for any reason. The Contractor shall be responsible for notifying the State, in writing, of any changes to the Account Manager or secondary contact. The responsibilities of the Account Manager include, but may not be limited to, the following:

- A. Receiving electronic transmittal of equipment specifications.
- B. Coordinating responses to Customers.
- C. Assisting Customer with ordering of equipment as may be necessary.
- D. Assisting Customer with contract as may be necessary.
- E. Coordinating with the State Contract Manager as may be necessary.

2.1.2 Dealership Requirements and Service Requirements

B. Specialty Tractors with Boom Mowers (Group One)

Each bidder shall be required to furnish a qualified individual(s) to provide operator preventative maintenance & safety orientation for approx. four (4) hours at each delivery location. Each bidder must also be a manufacturer's franchised dealer that must have parts, sales & service, service trucks within 250 miles on the spreadsheet for regional address attachment

A. All in One Boom Mower (Group Two)

Each Contractor must have a manufacturer support service technician available to provide service within 48 hours notification by the state agency.

2.1.3 Manufacturer Build-Out / Order Deadlines

Each Contractor shall furnish State Contract Manager with order deadlines in writing by model series number a minimum of thirty (30) days prior to deadline. Order deadlines not designated by series number will not be accepted. Each Contractor shall be responsible for fulfilling all purchase orders issued pertaining to each series in which a deadline has not been provided in accordance with the stated requirement. Only one order deadline will be permitted for each model series.

Model year build out order deadline will be posted for each manufacturer's model as they become available. After model year build out deadline, "in stock" models may be available through the Contract from the awarded contract dealers. Agencies should contact the awarded contract dealer for availability and delivery for orders placed after the deadline has passed.

2.1.4 Federal and State Standards

It is the intent of the State that all specifications herein are in full and complete compliance with all United States of America and State of Tennessee laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards, Occupational Safety and Health Administration, and/or Environmental Protection Agency Standards, including any Engine Tier Standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the commodities and contractual services shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the State Contract Manager immediately to rectify.

2.1.5 Equipment Warranty

The Standard Manufacturer Warranty shall apply to all models. A properly executed warranty must be delivered with the equipment. The warranty shall not become effective until the unit is delivered. The warranty shall not be affected by any aftermarket equipment installed on the delivered equipment, including paint. For warranty of aftermarket equipment or paint, Dealer may utilize a third-party warranty to meet this requirement.

2.1.6 Recall Notices

Each contracted Manufacturer's Authorized Dealer(s) shall notify the State within 24 hours of any equipment recall due to safety-related defects, lack of compliance with federal safety standards or failure to meet federal emissions standards, whether ordered by the manufacturer or the National Safety Council (NSC), or the American National Standards Institute (ANSI). Upon notification, Manufacturer/Dealer shall work with the State to develop a remediation plan to correct the problem for equipment affected by the recall purchased under the Contract in a timely manner.

2.2 Equipment Ordering

2.2.1 Request for Quote per Specifications

Upon receipt of a request for quote that includes equipment specifications from the Customer, Manufacturer's Authorized Dealer(s) shall have up to 72 hours to electronically transmit a quote to the Customer including the following information:

- A. Equipment being proposed to meet specification.
- B. Detailed equipment specifications.
- C. Detailed list of optional equipment and/or manufacturer/third party installed equipment that must be added to meet specification; and
- D. Estimated delivery date of equipment (If a certain delivery timeframe is required by the State it will be included in the request for quote).

In addition, Manufacturer's Authorized Dealer(s) shall provide detailed pricing for the proposed equipment/s, including the following information:

- A. Base equipment invoice pricing (If multiple equipment is being requested, volume discount pricing should be provided);
- B. Invoice pricing for all optional equipment (as required);
- C. Invoice pricing for all manufacturer installed equipment (as required);
- D. Volume incentives being offered.
- E. Manufacturer and/or dealer incentives being offered.
- F. Net Invoice Pricing for equipment (Catalog pricing less percentage discount); and
- G. Total cost of equipment.

Electronic transmission of the quote back to the customer may be provided through e-mail or through use of a secure website provided by the Dealer.

2.2.2 Equipment Ordering

After receipt of all Manufacturer's Authorized Dealer(s) price sheets, the Customer shall review all pricing to verify that the quotes meet the provided specifications. The Customer will then make a determination as to which equipment to order. Customer shall then place a Purchase Order with the Manufacturer/Dealer in the prescribed method for the equipment that has been identified as the best option to the Customer.

Manufacturer's Authorized Dealer(s) shall provide ordered equipment with all manufacturer equipment offered as standard equipment for each model and shall not delete options at time of order. Electronic transmission of the Purchase Order may be provided through e-mail or through use of a secure website provided by the Manufacturer's Authorized Dealer(s).

2.3 Equipment Delivery

2.3.1 Hour Meter Reading

All equipment must be new. Demonstration, lease, or rental models are not acceptable. The maximum hours allowable for any equipment to be considered acceptable shall be 20 hours.

2.3.2 Delivery & Pre-Delivery Inspection

Prior to delivery of any equipment, the contractor should make arrangements with the ordering entity for the purpose of scheduling delivery and conducting an inspection of the equipment. All equipment is subject to inspection to establish conformity to specifications prior to acceptance. Equipment shall be ready for immediate operation. Pre-delivery servicing and adjustments shall include, but not be limited to, the manufacturer's recommendations as well as the following:

- A. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants.
- B. Check / Fill all fluid levels to assure proper fill.
- C. Adjust engine(s)/motor(s)/drive(s) to proper operating condition(s).
- D. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features.
- E. Inspect electrical, braking and suspension systems.
- F. Charge battery.
- G. Inflate tires to optimal pressure.
- H. Fuel tank shall have a minimum of a quarter tank of appropriate fuel at time of delivery.
- I. Equipment must be clean and thoroughly detailed prior to delivery. Equipment must be delivered free of any decal or other attached item identifying the dealer. The equipment is expected to be completely cleaned and operational at the time of delivery/pickup.
- J. All factory defects must be corrected prior to delivery; and
- K. Provide two (2) pre-tested keys when applicable. The equipment key code must be provided, attached to the keys.

2.3.3 Documentation

The following items should be delivered with each equipment purchase:

- A. Completed Pre-Delivery Inspection Form.
- B. Operator's or Owner's Manual.
- C. Manufacturer's Warranty Information.
- D. Dealer Specification Quote (when applicable);
- E. State Supplied Purchase Order; and
- F. Manufacturer/Dealer Invoice.

Alternatively, Customer may request that the above items be delivered to a central location or office prior to equipment delivery.