SWC 201 Equipment Rental - Questions and Comments Responses

Summary of Changes

Several changes have been made since the pre-bid conference. Respondents should review all documents within the bid event. However, the State would like to point out a few changes to the solicitation that are directly addressed in the responses below:

Pricing Proposal: Changes have been made to allow bidding on all rental term options for Items 13-18. Please review carefully the instructions for bidding.

Terms and Conditions: Section 16 Insurance has been updated (see document titled "SWC 201 Equipment Rental Update of Changes ITBv3". See the full insurance term in the Terms and Conditions document. State responses to specific insurance questions have been udpated in Column H and highlighed in yellow.

Section C - rental specifications changes include:
a. has been updated to reflect industry standard usage;
b. is clarifying the rental rates applicable;
g. now includes a definition for normal wear and tear;
j. early termination will be considered when there is a substantial lack of funding;
l. now includes when the response time has been satisfied;
m. allows for Contractor to be either a manufacturer's authorized dealer or a full-service rental company and changes the time allotted within four (4) hours of every county within its awarded region;
n. clarifies the Contractor's and State's responsibilities for routine maintenance and daily operator care.

Section D - equipment specifications changes include:
(1) Tractor with Flex-wing Mower, Double Deck Required - (please see entire spec as multiple changes have been made) HP changes, model updates
(2) Tractors - (please see entire spec as multiple changes have been made) HP changes, model updates, attachment for boom mower
(3) Mowers - Added "Rubber track unit with steel inserts (tires are not acceptable)" and "minimum 40 HP Diesel Engine"
(8) Excavators - c. Deleted "6 way blade with bucket"
(11) Loaders - Added "light material buckets are not acceptable"
(14) Backhoe - Added "Factory cab with heat and air conditioning"
(16) Dozer - Modified weight "Minimum 19,640 lbs."
Added: Appendix I at the end of Section D - Boom Mower

Item	No.	Question Category	Question/Comment	Previous State Responses	Updated State Responses
CONTRACT TERM	1	Contract term	This contract contemplates an initial 3-year term with 5 annual optional renewals (no new rentals after year 5). Price increases may be requested after initial year only if based on actual price increases and substantiated. Could the state please confirm this is correct and provide additional explanation and clarification in the Invitation to Bid (ITB)?	Yes, this is correct. This is a three-year contract with two new rental renewal options.* Price increases can only be accepted after the initial 365 day period. Vendors will be required to show documented proof to justify price increases to the State. *Special note regarding Term of Contract. This is a three (3) year contract term running from June 1, 2016 to May 31, 2019, with five (5) additional one-year options to renew. No new equipment will be rented beyond the end of year five (5) from the resulting contract. The remaining three (3) years of the statewide contract will allow agencies to complete existing rental terms. See Special Term and Condition 2 Term of Contract - Multi-Year and 11 Firm Bid Price Period (Price Increase Allowed After Time Frame) for full language of this special term and condition.	
	2	Pricing Proposal	On the pricing proposals, Vendors are to input the one month rental rate. For the additional rental rates (i.e.. 6, 12, 36 months) would Vendors still put a monthly rate or a total amount for rental rate?	The unit of measure (UOM) for each rental term is monthly regardless of the length of the rental term and will reflect the monthly rental cost to be paid for equipment. See Invitation to Bid requirements and Pricing Proposal instructions.	
	3	Pricing Proposal	Would the State consider revising this to include the ability to add additional categories of equipment not requested in the proposal to ensure full line of rental products are available and offered on a day / week / month basis?	The State has considered the modification requested and declines making the change. On this statewide contract, the State is only accepting bids on items as outlined in the Specifications Section D - equipment specifications and detailed in the pricing proposal. See Specifications Section D and Pricing Proposal spreadsheet.	
P	4	Pricing Proposal	Will the contract be awarded to each item being bid in each category or to multiple vendors for each item? Or will the best price for each category be awarded by region?	Please see response to #6 above. Award will be made based on evaluation of the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid for each individual line or grouped lines per region. See Special Terms and Conditions 20. Single Award Preferred and the pricing proposal.	

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PRICING PROPOSAL	5	Pricing Proposal	Should rental rate include pick-up and delivery costs?	Respondents should consider all requirements set out in the documents attached to the bid event for evaluation of bid price within the pricing proposal and taking into consideration the FOB language in the Special Terms and Conditions. "e. Contractor will deliver and pick up equipment at the location specified by End User at Contractor's expense. Contractor is responsible for full delivery and pick-up, including but not limited to, acquiring required permits and safely loading and unloading equipment." See Specifications Section C - Rental Specifications e. and Special Terms and Conditions 10. Freight F.O.B. State Agency (In-House).	
	6	Pricing Proposal	Will this contract be awarded per region per category? Or will this be awarded state wide?	The State will evaluate each line item (with the exception of grouped lines) by region for award. The grouped lines will be evaluated as a group for award within each region. The grouped lines are as follows: Lines 13 to 18 – Portable Traffic Control Systems and Add-ons Lines 19, 25, and 27 – Excavator, Grapple, and Hammer (145 HP) Lines 20, 26, and 28 – Excavator, Grapple, and Hammer (245 HP) See Special Terms and Conditions 20. Single Award Preferred, page 14 of the terms and conditions and the pricing proposal.	
	7	Pricing Proposal	A one (1) month rental rate requirement seems unreasonable for certain pieces of the specified equipment. Is it acceptable to offer a "No Bid" for a one (1) month term on these items?	Vendors must bid on each rental term length for each line item they wish to bid and would be considered non-responsive if all rental term bid prices are not entered for the line item. Pricing Proposal Instructions state, "If you bid on a line item, you must bid on each rental term length." The monthly bid price will allow Agencies to rent items for less than six months. Monthly rental term is the fee charged monthly for equipment rented between one month and less than six (6) months. See Pricing Proposal Instructions.	
GENERAL QUESTIONS	8	General Questions - Diversity Utilization Plan	If a Vendor provides their Diversity overview, would the Vendor need to provide additional clarification or information?	Yes, Vendors must comply with the bid factor requirements within the Invitation to Bid (ITB) event. As part of this ITB, the Respondent should complete the Diversity Utilization Plan. The requirement is to complete the Diversity Utilization Plan and upload it to the bid factor in Edison. Vendors are not required to be a diversity business or to subcontract with a diversity business. If a Vendor qualifies as a diversity business or will subcontract with a diversity business, the Governor's Office of Diversity Business Enterprises (GoDBE) may request additional information or seek clarification. See Bid Factor requirement regarding Respondent's Diversity Utilization Plan form.	
	9	General Questions - History	Does the State have a history of the total spend from the current contract by equipment category?	The State has provided historical spend by equipment category in Attachment A. See Attachment A SWC 201 Equipment Rental Historical Spend.	
TERMS AND CONDITIONS	10	Terms and Conditions, 27	Would the State consider revising this section to modify it to note that the equipment rented may be used having been rented to contractor's prior customers?	Terms and Conditions 27 states, "All products, materials, supplies and equipment offered and furnished must be new ... unless otherwise stated in this event." However, Specifications Section D - equipment specifications a. clarifies that "all rental property, unless otherwise specified, must be less than four (4) years old (from date of original manufacture) and have less than two thousand (2,000) hours of use to provide optimum performance. Refurbished equipment is not acceptable."	
SP	11	Special Terms and Conditions, 16 Insurance	Would the State consider revising this section to note that Contractor can agree to name the State, *et al,* as an additional insured on its Commercial General Liability policy only?	The State has considered the modification requested and declines making the change. The State understands certain policies allow the State to be listed as an additional insured while others do not. "The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance." See Special Terms and Conditions 16. Insurance for all insurance requirements.	
	12	Special Terms and Conditions, 16 Insurance	If the State damages the equipment, who pays for damages to the equipment?	~~The Contractor, who is the owner of the equipment and insurance policies, would be responsible for repair(s) and/or replacement of its own equipment through its insurance policy that applies.~~ ~~See Special Terms and Conditions, 16. Insurance for all insurance requirements.~~	The State would be responsible for damages to the equipment if the damage was caused by State employee negligence.

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SPECIAL TERMS AND CONDITIONS	13	Special Terms and Conditions, 16 Insurance	If the equipment is lost or stolen, who pays?	~~The Contractor, who is the owner of the equipment and insurance policies, would be responsible for repair(s) and/or replacement of its own equipment through its insurance policy that applies.~~ ~~See Special Terms and Conditions 16. Insurance for all insurance requirements.~~	The inland marine insurance policy or the self-insured insurance will cover equipment that is stolen. If the equipment is lost, it may or may not be covered by the inland marine insurance policy. Please speak with your insurance agent to discuss if your policy would cover for lost equipment. Inland marine insurance provides coverages to businesses for property that is mobile in nature or requires unique valuation that they own or have in their care. Many types of property are covered including those related to construction and transportation. This type of insurance relates to Contractor's equipment to cover acts of God, theft and vandalism. If you have further questions, please address those to an insurance agent. See Special Terms and Conditions 16. Insurance for all insurance requirements.
	14	Special Terms and Conditions, 16 Insurance	On the insurance requirements, does the State want a zero deductible coverage for any and all damage on our equipment? If someone vandalizes a machine with paint/busted or shot up window/control panel, or stolen batteries, are Vendors responsible for the entire repair?	~~Yes, under the contract the insurance requirement is that the State would have a zero deductible and coverage for the State for all losses incurred.~~ ~~Please see Special Terms and Conditions, 16 Insurance: f. 2) If available, Collision/Property Damage Waiver and Loss Damage Waiver. There will be zero deductible and coverage for the State for all losses incurred.~~ ~~The Contractor, who is the owner of the equipment and insurance policies, would be responsible for repair(s) and/or replacement of its own equipment through its insurance policy that applies.~~ ~~See Special Terms and Conditions 16. Insurance for all insurance requirements.~~	The State as removed the zero deductible requirement. The inland marine insurance is no longer being required on the front end but rather must be furnished before the State accepts the rental equipment. Yes, the Contractor, through its insurance company, would be responsible for the repair. The all risk inland marine insurance policy or the Contractor's self-insurance fund covers equipment for instances of acts of God, theft, vandalism, etc. Inland marine insurance provides coverages to businesses for property that is mobile in nature or requires unique valuation that they own or have in their care. Many types of property are covered including those related to construction and transportation. This type of insurance relates to Contractor's equipment to cover acts of God, theft and vandalism. If you have further questions, please address those to an insurance agent. See Special Terms and Conditions 16. Insurance for all insurance requirements.
	15	Special Terms and Conditions, 29 Subcontracting	RFI states that subcontracting is prohibited absent approval. In some cases renting from another company to fulfill an order to the State or its designated agencies (the industry term known as re-renting) is widely acceptable as long as the contract pricing is the same. Would the State clarify that this is correct?	Re-renting would be classified under the Contract as subcontracting and would require prior written approval of the Central Procurement Office. The State must approve the use of any subcontractor. The State may allow a Contractor to fulfill an order from its other franchise locations without obtaining prior written approval. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided. See Special Term and Condition 29. Subcontracting.	
SCOPE OF WORK	16	Specifications Section A - scope of work	Considering the contract will be extended to other state agencies, will rates for short-term rentals, such as day and week, need to be negotiated or can they be quoted at the time of the rental request?	Individual orders for less than one (1) month are exempt from purchase from this contract. User agencies will purchase by applicable purchasing procedures. See Special Terms and Conditions 9. Minimum Order (Exemption)	
RENTAL SPECS A	17	Specifications Section C - rental specifications a.	Would the State consider changing to reflect our industry standard usage hours of: 8 hours per day / 40 hours per week / 160 hours per month?	The State has revised Specifications Section C - rental specifications a. as follows: a. Unless otherwise stated, monthly rental rates are based on one (1) month of usage based on an eight (8) hour day and forty (40) hour week. One month is equal to four (4) weeks or one hundred sixty (160) hours of usage. If the End User uses the equipment for more than 160 hours during the monthly rental term, Contractor will prorate the End User's additional use.	
B	18	Specifications Section C - rental specifications b.	Would the State provide clarification for this section as it pertains to early termination? If a unit were provided on any 6, 12, or 36 month term and terminated earlier than the specified period, how would the rental rate be prorated?	The State has revised Specifications Section C - rental specifications b. as follows: Contractor shall supply discounted rates for the following long-term rental terms for each piece of equipment listed in Section D as applicable: six (6), twelve (12), or thirty-six (36) months. The State has revised Specifications Section C - rental specifications j. as follows: Equipment rental terms will not be terminated early. In the event of a substantiated lack of funding, rental terms may be terminated early with mutual agreement between the State and the Contractor. Contractor shall be required to pick-up the rental equipment at no additional cost to the State. CPO must determine substantial lack of funding before early termination.	

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E	19	Specifications Section C - rental specifications e.	Would the State consider changing the ITB to request a delivery and pick-up rate based on the distance from the closest delivering branch to the end user site per line item quoted?	The State has considered separate cost items and has determined that pick-up and delivery costs will not be separated. Pick-up/delivery should be considered during bid proposal and must not be charged separately. See Specifications Section C - rental specifications e. and the pricing proposal.	
F	20	Specifications Section C - rental specifications f.	Would the State consider revising this specification that if repair or replacement of equipment is necessary due to the customer's abuse, misuse or neglect, the State will be responsible for the cost of such repair or replacement (reasonable wear and tear excluded)?	The State has considered the modification requested and declines making the requested change. The Contractor, who is the owner of the equipment and insurance policies, would be responsible for repair(s) and/or replacement of its own equipment through its insurance policy that applies. See Special Terms and Conditions, 16. Insurance for all insurance requirements.	
G	21	Specifications Section C - rental specifications g.	Would the State consider revising this section by deleting "as determined by the formal discretion of the State" and adding the following: "Reasonable wear and tear of the equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where Contractor expressly assumes the obligation to service or maintain the equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry."	The State has considered the modification requested and revises Specifications Section C - rental specifications g. as follows: g. Contractor shall not bill the State for costs of normal wear and tear to rented property as determined by the formal discretion of the State. Wear and tear means the deterioration that occurs over time with the use of the equipment even though the equipment receives reasonable care and maintenance. Such deterioration could be caused by exposure, time or ordinary and reasonable use of the equipment.	
	22	Specifications Section C - rental specifications g.	Where do we find the State's definition of "normal wear and tear"?	Specifications Section C - rental specifications g. is updated as follows: g. Contractor shall not bill the State for costs of normal wear and tear to rented property as determined by the formal discretion of the State. Wear and tear means the deterioration that occurs over time with the use of the equipment even though the equipment receives reasonable care and maintenance. Such deterioration could be caused by exposure, time or ordinary and reasonable use of the equipment.	
	23	Specifications Section C - rental specifications g.	Does "Normal wear and tear" include ground engaging tools (i.e. cutting edges/teeth)?	Please see response to #21 above. Any part of the equipment that is being used in its intended and reasonable use would be included in normal wear and tear. Normal wear and tear would include ground engaging tools.	
J	24	Specifications Section C - rental specifications j.	Would the State provide clarification for this section as it pertains to early termination? For a machine turned in early are long-term discounts forfeited? If a unit were provided on any 6, 12, or 36 month term and terminated earlier than the specified period, how would the rental rate be prorated? Will the rent per month go back to the longest term completed price schedule (6 month price/12 month price/24 month price) and then prorate at that level up to return date?	In the event that an early termination is required, any associated charges will be negotiated between the CPO and the Vendor and agreed to by the Vendor, CPO and the Agency. Section C - rental specifications j. is updated as follows: Equipment rental terms will not be terminated early. In the event of a substantiated lack of funding, rental terms may be terminated early with mutual agreement between the State and the Contractor. Contractor shall be required to pick-up the rental equipment at no additional cost to the State. CPO must determine substantial lack of funding before early termination.	
L	25	Specifications Section C - rental specifications l.	Would the State provide additional clarification on the 2-hour response time? It is recommended that the State expand the time frame.	The State has considered the modification requested and declines making the change. This specification refers to response time for responding to service requests within two hours. This does not require a contractor to be on-site with equipment or a technician within two hours. Specifications Section C - rental specifications l. is updated as follows: l. The Contractor shall have a two (2) hour maximum response time to respond to an End User's call or email during Normal State Operating Hours, unless otherwise specified by the End User. Response time is satisfied when the Contractor responds to the End User either by email or telephone. End Users may request a specified means of contact.	

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M	26	Specifications Section C - rental specifications m.	Where is the 3 hr. response to; i.e., Region HQ, or jobsite or any county in region? Are satellite offices acceptable if within the allotted response time? Are only authorized Dealer's being considered for rentals? Are third-party rental companies acceptable?	Specifications Section C - rental specifications m. is updated as follows: m. Contractor must be a manufacturer's authorized dealer or full service rental company and must have parts and service facilities within four (4) hours of every county within its awarded region. Contractor must have available parts, sales, services, specialized tools and service trucks. Contractor must supply documentation with bid that substantiates they are capable of providing parts and service within four (4) hours of every county within its awarded region. Exceptions to the four-hour time frame may be made with written approval of the End User.	
	27	Specifications Section C - rental specifications m.	RFI states that each company is to supply documentation that they are an "authorized dealer" with each bid. This can be an onerous task depending upon how many manufacturer's are offered. We would like to request deleting this requirement or limiting it to the top 3 manufacturer's provided.	The State has considered the modification requested and declines making the requested change. The State must ensure Contractors have parts and service facilities within the allotted time frame. Rental specifications m. has been modified. Please see modification in #26 above.	
N	28	Specifications Section C - rental specifications n.	Will the State take care of daily maintenance including greasing all fitting and checking fluids? Will oil changes etc. be included free of charge? Will End User be required to keep Contractor apprised of equipment hours in order to facilitate routine maintenance/service?	Specification Section C - Rental Specification n. is updated as follows: n. The Contractor will be responsible for all routine maintenance, unless Contractor and End User mutually agree to allow End User to perform routine maintenance. Manufacturer's standard warranty is the responsibility of the Contractor. Routine maintenance must be provided at no additional cost including parts and labor. Maintenance to be provided per suggested maintenance schedule. The State will be responsible for daily operator care such as checking fluids, tire pressure, lubricating key components, belts and lights. The State must provide the appropriate usage data for equipment (i.e., number of hours, remaining battery life) to Contractor on a monthly basis for scheduling of routine maintenance.	
EQUIPMENT SPECS	29	Specifications Section D - equipment a.	Would the State consider removing this section from the specifications? Does the equipment provided have to be new? Page 3, Section 27 of the terms and conditions states that all equipment offered must be new.	The State has considered the modification requested and declines making the requested change. The equipment does not have to be new, but it must be less than four years old and may not be refurbished as detailed in the specifications. Terms and Conditions 27 states, "All products, materials, supplies and equipment offered and furnished must be new ... unless otherwise stated in this event." However, Specifications Section D - equipment specifications a. clarifies that "all rental property, unless otherwise specified, must be less than four (4) years old (from date of original manufacture) and have less than two thousand (2,000) hours of use to provide optimum performance. Refurbished equipment is not acceptable."	
TRACTOR WITH FLEX WI REQU	30	Specifications Section D - equipment (1) Tractor with Flex-wing Mower, Double Deck Required	Equipment Spec B1 – On the flex wing bush hog being specified, does the State wish for the mower to have chain guards and deck rings?	Specifications Section D - equipment (1) Tractor with Flex-wing Mower, Double Deck Required is updated as follows: 89 PTO (power take off) HP (horsepower) Engine: 274 Cubic inch minimum Factory CHA Valves – 3 sets of remote valves (total of 6 couplers) required Front and rear tread width – approximately 80" (c-c) Tractor must have steering column forward reverse shuttle lever Must have less than 600 hours upon delivery MFWD (mechanical front wheel drive) Front Weights: 800 lbs. With 15' FT (foot) flex-wing mower Double deck Domed top design Rental Term – Monthly or thirty-six (36) months Acceptable brands/models: tractor: John Deere 6105E, New Holland T6.145 or equal; mower: John Deere HX15, Bush Hog 2815 or equal. (See entire specification for additional information) All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	

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NG MOWER DOUBLE DECK REQUIRED	31	Specifications Section D - equipment (1) Tractor with Flex-wing Mower, Double Deck Required	Equipment Spec 1 - The New Holland T5.115 Tractor is not the current model, can we propose the TS6.110 Tractor with 90 PTO or the TS6.120 both with a 16F 8R transmission?	Specifications Section D - equipment (1) Tractor with Flex-wing Mower, Double Deck Required is updated as follows: 89 PTO (power take off) HP (horsepower) Engine: 274 Cubic inch minimum Factory CHA Transmission - synchro transmission, minimum 12F 12R Valves – 3 sets of remote valves (total of 6 couplers) required Front and rear tread width – approximately 80" (c-c) Tractor must have steering column forward reverse shuttle lever Must have less than 600 hours upon delivery MFWD (mechanical front wheel drive) Front Weights: 800 lbs. With 15' FT (foot) flex-wing mower Double deck Domed top design Rental Term – Monthly or thirty-six (36) months Acceptable brands/models: tractor: John Deere 6105E, New Holland T6.145 or equal; mower: John Deere HX15, Bush Hog 2815 or equal. (See entire specification for additional information) All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	
TRACTOR	32	Specifications Section D - equipment (2) Tractor	Equipment Spec 2 A, B, C, D, and E - Suggest changing the model for A to the New Holland T4.65 with 50 PTO, changing B to the New Holland T4.90. Would like to propose the TS6.110 with 90 PTO HP for C, D, and E or the TS6.120.	Specifications Section D - equipment (2) Tractor is updated as follows: Cab - factory cab required/MFWD required Factory CHA required on 89 HP and above (under 89 HP Factor CHA is optional) Transmission - synchro transmission, minimum 12F 12R PTO RPM (rotations per minute) - 540 wet clutch pack required Valves – 1 set of remote valves (total of 2 couplers) required Front and rear tread width – approximately 80" (c-c) Tractor must have steering column forward reverse shuttle lever Must have less than 600 hours upon delivery Rental Term – Monthly or thirty-six (36) months a. 50 PTO HP/Left-hand power reverser/Factory CHA optional Acceptable brands/models: John Deere 5065E, New Holland T4.65 or Equal b. 70 PTO HP/4-cylinder/Left-hand power reverser/Factory CHA optional Acceptable brands/models: John Deere 5085E, New Holland T4.90 or Equal c. 89 PTO HP Tractor/4-cylinder, Engine: 274 cubic inch minimum/Left-hand power reverser Acceptable brands/models tractor: John Deere 6105E, New Holland T4.65 or equal d. 89 PTO HP Tractor with loader, Engine: 274 Cubic inch minimum Front end loader with minimum 73" (inch) bucket 3,500 lbs. (pounds) lift capacity (not for salt use) Acceptable brands/models tractor: John Deere 61120E, New Holland T6.145 or equal e. 89 PTO HP Tractor with boom mower, Engine: 274 cubic inch minimum Side-mount 22' FT Boom Mower (See Appendix I in Section E) 4-cylinder/ Left-hand power reverser Acceptable brands/models tractor: John Deere 6105E, New Holland T6.145 or equal; boom mower: Alamo Machete or equal All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	
	33	Specifications Section D - equipment (2) Tractor e.	Equipment Spec 2 E - Suggest changing the model to the 101 PTO HP John Deere 6120E or equal.	Specifications Section D - equipment (2) Tractor e. is updated as follows: e. 89 PTO HP Tractor with boom mower, Engine: 274 cubic inch minimum Side-mount 22' FT Boom Mower (See Appendix I in Section E) 4-cylinder/ Left-hand power reverser Acceptable brands/models tractor: John Deere 6105E, New Holland T6.145 or equal; boom mower: Alamo Machete or equal All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	
	34	Specifications Section D - equipment (2) Tractors d.	Equipment Spec 2D – the specification states that the transmission must have a 12x12. Would a 16x8 transmission be acceptable? This would allow 16 forward gears and 8 reverse gears.	This transmission does not meet our minimum specification. The 16 forward gears exceed the minimum. However, the 8 reverse do not meet the minimum specification of 12. All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	
	35	Specifications Section D - equipment (2) Tractors e.	Equipment Spec 2E – Does the State wish to have a rotary cutter or a flail mowing head on the boom?	Specifications Section D - equipment (2) Tractors e. is updated as follows: e. 89 PTO HP Tractor with boom mower, Engine: 274 cubic inch minimum Side-mount 22' FT Boom Mower (See Appendix I in Section E) 4-cylinder/ Left-hand power reverser Acceptable brands/models tractor: John Deere 6105E, New Holland T6.145 or equal; boom mower: Alamo Machete or equal All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	

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	36	Specifications Section D - equipment (2) Tractors e.	Equipment Spec 2E – how long of a boom does the State want? Booms come in lengths of 18, 22, 24, 28, and 30 feet.	The State's requested length for a side-mount boom is 22 feet. Specifications Section D - equipment (2) Tractors e. is updated in #35 above.	
	37	Specifications Section D - equipment (2) Tractors e.	Equipment Spec 2E - Does the State have a preferred stow system for the boom mower? Boom mowers can have multiple stow options such as side stow, 3 point stow, single point open stow, and legal rear stow.	Specifications Section D - equipment (2) Tractors e. is updated in #35 above. Please see Appendix I at the end of Section D regarding boom mower specifications.	
MOWERS	38	Specifications Section D - equipment (3) Mowers	Equipment Spec 3 - Regarding engine class and machine capability, does the State require that the diesel engine be Tier 4 final as opposed to Tier 4i, as required by the EPA?	Engine specifications must meet the EPA requirement at the time the engine was built.	
	39	Specifications Section D - equipment (3) Mowers	Equipment Spec 3 - Would the State consider the Green Climber LV-600 with a standard 56HP diesel engine?	All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications. Specifications Section D - equipment (3) Mowers b. is updated as follows: b. Minimum 40 HP Diesel Engine Remote controlled mower Flail head Rubber track unit with steel inserts (tires are not acceptable) Mows up to 60 degree slope	
	40	Specifications Section D - equipment (3) Mowers	Equipment Spec 3 - The 10 gallon fuel tank on the Green Climber LV-600 will allow the State to operate the slope mower for a full 8 hours without re-fueling in the field. Is this important to the State?	All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	
	41	Specifications Section D - equipment (3) Mowers	Equipment Spec 3 - The Green Climber LV-600 and LV-300 have on-board battery chargers. Is this important to the State?	All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	
	42	Specifications Section D - equipment (3) Mowers	Equipment Spec 3 - What kind of tracks does the State require on the rental slope mowers? High profile rubber tracks or rubber tracks with steep inserts?	The State requires rubber tracks with steel cleats and spikes. Specifications Section D - equipment (3) Mowers b. is updated in # 39 above.	
PORTABLE TRAFFIC CONTROL SYSTEMS	43	Specifications Section D - equipment (7) Portable Traffic Control Systems	Equipment Spec 7 - Would the State consider allowing a 36-month option for lines 13-18?	The State has considered the modification requested and has updated the pricing proposal to allow one (1), six (6), twelve (12), or thirty-six (36) month bid options.	
	44	Specifications Section D - equipment (8) Excavators	Equipment Spec 8 - Would the State please clarify when equipment would be plumbed with auxiliary hydraulics? Most rental providers do not plumb "bucket machines" with auxiliary hydraulics unless hammer/thumb/grapple installed.	The State understands most rental providers do not plumb bucket machines with auxiliary hydraulics unless a hammer/thumb/grapple are installed. If the State rents an excavator with a hammer/thumb/grapple, the excavator must be requested with auxiliary hydraulics on the original purchase order for the rental. Hammer/thumb/grapple cannot be added to the rented excavator during the rental cycle; it must be included with the initial equipment rental request.	
	45	Specifications Section D - equipment (8) Excavators c.	Equipment Spec 8C - Would the State consider removing the 6 way blade with bucket specification? Our manufacturer only produces machines of this size without a blade, and does not produce any excavators with 6 way blades. Should all manufactures not meeting the blade requirement, not quote item 21?	The State has considered the modification requested and has updated Specifications Section D - equipment (8) Excavators c. as follows: c. 3/4 YD minimum 35,900 lbs. 94 HP minimum	
EXCAV	46	Specifications Section D - equipment (8) Excavators a.	Equipment Spec 8A - Do all excavators of this size and larger need combo hydraulics installed or do the machines quoted for an attachment need the hydraulics for the tools? An example of a rental with a bucket only is line item # 19. Is the combination hydraulic kit needed for this machine in case a hammer is later required?	Excavators rented with bucket only do not need the combo hydraulics. If the State rents an excavator with a hammer/thumb/grapple, the excavator must be requested with auxiliary hydraulics on the original purchase order for the rental. Hammer/thumb/grapple cannot be added to the rented excavator during the rental cycle; it must be included with the initial equipment rental request.	

Item	No.	Question Category	Question/Comment	Previous State Responses	Updated State Responses
V A T O R S	47	Specifications Section D - equipment (8) Excavators a.	Equipment Spec 8A - Would the State consider reducing this requirement? An example is the Deere 210G at 52,000 lbs. and 159 horsepower has factory options of standard heavy duty heaped capacity buckets of 36" @ .9 cu. yd., 42" @ 1.09 cu. yd., and 48" @ 1.29 cu. Yd.	The State has considered the modification requested and has updated Specifications Section D - equipment (8) Excavators a. as follows: (8) Excavators Rental Term – Monthly, six (6) months, or twelve (12) months a. 1.09 YD (yard) with bucket Minimum 46,000 lbs. 145 HP Must be compatible with hammer and plumbed with auxiliary hydraulics Grouped Lines: Excavator, hammer, and grapple (145 HP)	
	48	Specifications Section D - equipment (8) Excavators b.	Equipment Spec 8A - Although the Deere 350G meets the weight and horsepower, the standard bucket size is much smaller than the requirement. Would the State consider reducing this requirement?	The State has considered the modification requested and updates Specifications Section D - equipment (8) Excavators b. as follows: b. 2.3 YD minimum 78,000 lbs. 245 HP SAE with bucket Must be compatible with hammer and plumbed with auxiliary hydraulics Grouped Lines: Excavator, hammer, and grapple (245 HP) All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	
G R A P P L E S	49	Specifications Section D - equipment (9) grapples a. & b.	Equipment Spec 9 A and B - The requirement calls for mechanical thumbs. 1. Most operators now want hydraulic thumbs. Should this requirement be changed? If the requirement remains a mechanical thumb, is it only for a mechanical thumb? 2. We will only install and rent thumbs on the machines we rent. Would the State clarify this requirement to identify an additional charge for a thumb on a quoted excavator?	If the State rents an excavator with a hammer/thumb/grapple, the excavator must be requested with auxiliary hydraulics on the original purchase order for the rental. Hammer/thumb/grapple cannot be added to the rented excavator during the rental cycle; it must be included with the initial equipment rental request. All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications. Hydraulic thumbs will exceed specifications.	
H A M M E R S	50	Specifications Section D - equipment (10) Hammers a. & b.	Equipment Spec 10 A and B - 1. We only offer for rent hammers on excavators we offer for rent. Would the State clarify this requirement to identify an additional charge for a hammer on a quoted excavator? 2. Most of the hammer rental customers request buckets and hydraulic couplers. Should this be a requirement?	The additional line item(s) is for compatible items such as hammers/thumbs/grapples are to be used in conjunction with excavators. Grouped equipment and accessories could be rented separately or together depending on the needs of the End User. If the State rents an excavator with a hammer/thumb/grapple, the excavator must be requested with auxiliary hydraulics on the original purchase order for the rental. Hammer/thumb/grapple cannot be added to the rented excavator during the rental cycle; it must be included with the initial equipment rental request. Grouped Lines: Lines 13 to 18 – Portable Traffic Control Systems and Add-ons Lines 19, 25, and 27 – Excavator, Grapple, and Hammer (145 HP) Lines 20, 26, and 28 – Excavator, Grapple, and Hammer (245 HP)	
L O A D E R S	51	Specifications Section D - equipment (11) Loaders a., b. & c. Loaders.	Equipment Spec 11 A, B, and C - 1. Will the State consider adjusting the specifications to allow for a machine close to the specifications to offer other loaders? 2. For the size requirement of c. Is it 4 yds. of light material, or 3.5 yds. of heavy material like sand? If the weight of the material is light, the Deere 624K can use a light duty bucket of increased capacity. If not, the weight of dry sand is about 3,000 lbs. and 4yds is pushing the operating load. The rule for operating load is ½ the tipping load at full turn. Is the desired loader in the solid 4 yard size so the larger machine is required?	All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications. Specifications Section D - equipment (11) Loaders is updated as follows: (11) Loaders General purpose buckets are required (Light material buckets are not acceptable) Rental Term – Monthly, six (6) months, or twelve (12) months a. 2.5 YD Rubber tired Minimum 145 HP Minimum 25,500 lbs. b. 3 YD Rubber tired Minimum 160 HP Minimum 30,000 lbs. c. 4 YD Rubber tired Minimum 180 SAE HP Minimum 38,000 lbs. d. d. Compact track loader with mulching attachment 106 HP Enclosed cab Minimum 38,000 lbs.	
	52	Specifications Section D - equipment (11) Loaders d.	Equipment Spec 11D - would the State consider reducing the HP requirement to allow for the Deere 33E with 97 HP and 11,800lbs with a Worksite Pro MH60C mulching head?	The State has considered the modification requested and declines to make the requested change. All specifications are minimum specifications. Alternative equipment can be bid if it meets or exceeds all minimum specifications.	

Item	No.	Question Category	Question/Comment	Previous State Responses	Updated State Responses
BACKHOE	53	Specifications Section D - equipment (14) Backhoe	Equipment Spec 14 – on the backhoe, does the State wish to have an enclosed cab with HVAC?	Specifications Section D - equipment (14) Backhoe is updated as follows: (14) Backhoe 4WD (four wheel drive) Standard Front Bucket Factory cab with heat and air conditioning Rear Bucket 12" or 24" Minimum 74 SAE HP Rental Term – Monthly, six (6) months, or twelve (12) months	
DOZER	54	Specifications Section D - equipment (16) Dozer	Equipment Spec 16 - Would the State consider an adjustment to the specification to allow for the Deere 550K with an XLT at 19,640 lbs. and the LGP at 20,622 lbs. for open ROPS machines?	Specifications Section D - equipment (16) Dozer is updated as follows: (16) Dozer D4 Track 6-way blade 95 SAE HP Minimum 19,640 lbs. Rental Term – Monthly, six (6) months, or twelve (12) months	
CULVERT CLEANER SYSTEM	55	Specifications Section D - equipment (18) Culvert cleaner system	Equipment Spec 18 - Would the State consider adding a line for a culvert cleaner system with a backhoe instead of a trackhoe?	The State has considered the modification requested and declines to make the requested change.	