

**Texas Comptroller of Public Accounts
Statewide Procurement Division**

760-A1, Skid Steers: Pneumatic Tired & Track Loaders - Warranty

1. **WARRANTY:** The unit shall be warranted against all defects in material and workmanship for a period of not less than 24 months or 2,000 hours of use, whichever comes first, and shall cover 100% parts and labor for the unit. If the manufacturer's standard warranty period exceeds 24 months or 2,000 hours, then the standard warranty period shall be in effect. The warranty begins on the date the unit is determined to meet specifications and accepted into the customer's fleet.

2. **INTENT:** During the warranty period the vendor shall be responsible for labor, materials, and other costs as outlined below associated with required warranty repair. It is the intent of this warranty that the vendor performs warranty repair work. At customer's option, customer may perform minor warranty repairs to the unit at the vendor's expense.

2.1. **EXCLUSIONS:** Customer will assume the expense for replacement tires and tubes, tire repairs, lubricating oils, hydraulic fluids, greases, filters, fuel, antifreeze, batteries, lights, hoses, belts, cleaning, painting and other minor items normally consumed in day-to-day operations. Customer will assume responsibility for cost of repairs resulting from collision, theft, vandalism, operator negligence or acts of God.

2.2. **EQUIPMENT MAINTENANCE:** It is customer's practice to maintain the equipment in accordance with the manufacturer's published recommendations.

2.3. **MINOR WARRANTY REPAIRS:** It is the intent of this warranty that the vendor performs minor warranty repairs; however, at customer's option, warranty repairs deemed by customer to be minor in nature may be performed by customer at the vendor's expense. Parts required for repairs made by customer will be OEM parts and obtained from the vendor or any commercial source, at no cost to customer. Only the actual time required for repairs will be reimbursed. Mechanic's travel time, diagnosis time, etc. will not be included. Reimbursement by the vendor to customer for the cost of warranty repairs will be computed as follows:

2.3.1. **Labor:** Labor for warranty repairs will be calculated at the composite rate for the mechanic in effect at the time of the warranty repairs. Labor rate will not exceed \$40.00 per hour. The time allowed for each repair will be determined by the manufacturer's standard time schedule. Manufacturer's time schedule shall be furnished to the receiving district with the unit at the time of delivery (if available). If a manufacturer's time schedule is not available, the actual time for repairs, as noted above, will be used.

2.3.2. **Warranty Repair Claims:** Warranty repairs will be accumulated electronically on customer Fleet Management software and will be billed from same, unless the vendor prefers to have claims processed on the vendor's standard forms.

2.3.3. **Parts:** Replaced parts will be held by customer for 30 calendar days and will be available for inspection by the vendor or vendor's authorized representative. Copies of invoices for all parts will be provided to the vendor. The cost of parts other than those furnished to customer at no cost by the vendor will be billed at actual cost.

2.3.4. **Billing and Payment for Warranty Repair Expenses:** Costs for minor warranty repairs will be accumulated, including labor and replacement parts (if not provided). Reimbursement payment shall be made within 30 calendar days of the billing date.

2.4. MAJOR WARRANTY REPAIRS: When major warranty repairs are required, customer will notify a representative of the vendor's Texas dealer by telephone at the location and the telephone number designated by the vendor on Attachment B – Bidder Information as the point of contact. Major warranty repair work for the purpose of this specification means major repairs to the engine, transmission, hydraulic system, drive train, frame assembly and major repairs to any other component(s) of the unit. Diagnosis of the actual repairs required shall be the responsibility of the vendor. The unit will be made available at a customer facility within a 100-mile radius of the FOB point shown on the purchase order. The repair work may be performed by the vendor or his authorized representative.

2.4.1. At the vendor's option, the unit may be taken by the vendor to a commercial repair facility. The vendor shall be responsible for the cost of the round trip transportation of the unit to and from that location.

2.4.2. If mutually agreed upon between the vendor and customer, customer may transport the unit to the vendor's location or authorized repair facility, within the boundaries of the state of Texas. The cost of equipment and manpower necessary to haul the unit for the round trip will be billed back to the vendor at the rental rate of the equipment and composite hourly rate for the driver in effect at the time for the equipment required. The composite hourly rate for the driver will not exceed \$30.00 per hour. Rental rate for the truck and trailer will not exceed \$0.80 per mile for the truck and \$8.00 per hour for the trailer.

3. RESPONSE TIME: Warranty repair action shall begin within two working days after notification is made to the vendor for need of warranty repairs. A representative of the vendor's Texas dealer will be notified by telephone at the location and telephone number designated by the vendor on Attachment A – Data Sheet as the point of contact. The vendor shall notify customer immediately of any changes in this location and telephone number. The warranty repairs should be completed and the unit returned to customer, or picked up by customer at the vendor's expense as outlined above within a reasonable period of time. For the purpose of the specification eight working days is defined as a reasonable period of time. Excessive delays incurred for the performance of warranty repairs by the vendor may adversely affect the vendor's status as a qualified respondent.

3.1. BILLING AND PAYMENT FOR WARRANTY REPAIR EXPENSES: Cost will be accumulated for transportation of the unit by customer to the vendor's location or authorized repair facility. Payment for transportation costs as provided for in this section shall be made within 30 calendar days of the billing date.

3.2. PARTS AND SERVICE: The manufacturer of the equipment furnished shall have an authorized dealer within the state of Texas. The authorized dealer shall have factory-trained personnel available for warranty repairs and the performance of service. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts.