



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 9/11/2012

Report Type: Consent

Title: Cooperative Purchase Agreements: Mower, Claw Loaders, and Refuse Truck Bodies

Report ID: 2012-00750

Location: Citywide

Recommendation: Pass a Motion: 1) approving the use of the National Intergovernmental Purchasing Alliance (NIPA) cooperative purchase agreement (Contract No. 083004-1) with The Toro Company for the purchase of one mower in an amount not to exceed \$96,800 through October 14, 2012 or until the contract is no longer available for use; 2) approving the use of the Houston Galveston Area Council of Governments (HGAC) cooperative purchase agreement (Contract No. EM06-11a) with Pape' Machinery for the purchase of seven claw loaders in an amount not to exceed \$762,593 through May 31, 2013 or until the contract is no longer available for use; 3) approving the use of the HGAC cooperative purchase agreement (Contract No. RH08-12) with Scranton Manufacturing, Inc. for the purchase of 20 side loading refuse truck bodies in an amount not to exceed \$2,547,387 through July 31, 2014, or until the contract is no longer available for use; and 4) authorizing the City Manager or the City Manager's designee to execute the purchases specified above provided there are sufficient funds available in the budget adopted for the applicable fiscal year.

Contact: Keith Leech, Fleet Manager, (916) 808-5869

Presenter: Not applicable

Department: General Services Dept

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

- 1-Description/Analysis
- 2-Toro Contract
- 3-Pape Contract
- 4-Scranton Contract

City Attorney Review

Approved as to Form
Kourtney Burdick
9/4/2012 10:09:05 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
8/28/2012 3:25:23 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 8/30/2012 8:08:18 AM

Description/Analysis

Issue: The Department of General Services, Fleet Management Division, has a customer requirement to purchase one replacement mower for the Department of Utilities, and seven replacement claw loaders and 20 replacement side loading refuse truck bodies for the Department of General Services. Claw loaders are used by the Solid Waste and Recycling Division to pick up green waste.

Policy Considerations: In accordance with City Code section 3.56.240, the City Manager may, by cooperative purchase agreements approved by City Council, purchase supplies or nonprofessional services through contracts of other governmental jurisdictions without separate competitive bidding, where it is advantageous to the City. Using existing cooperative purchase agreements is advantageous to the City as the agreements meet the needs of the City's fleet specifications and will result in cost and time savings.

The recommendations in this report are also consistent with Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The recommendations in this report involve the purchase of city equipment and are not considered to be a "project" in accordance with Section 15378(b)(2) of the CEQA guidelines. Therefore, as determined by the City's Environmental Services Planning Manager, no environmental review is necessary.

Sustainability: The recommended purchase for mowers is consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083). The replacement mowers to be purchased feature a lower level of emissions than the mowers they will replace.

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division, has a customer requirement to purchase one replacement mower for the Department of Utilities, and seven replacement claw loaders and 20 side loading refuse truck bodies for the Department of General Services. Claw loaders are used by the Solid Waste and Recycling Division to pick up green waste and will continue to be used twelve months of the year. This includes all normal operational days and on Fridays and weekends as needed during heavy leaf season. According to the Solid Waste and Recycling Division Business Plan, if Measure T passes, claw loaders will be dedicated to yard waste pick up November through January and deployed daily for Neighborhood Cleanup by appointment during February through October. If Measure T does not pass, the claw loaders will continue to be used for loose-in-the-street yard waste pick up. Claw loaders are also used for illegal dumping cleanup.

On August 23, 2011, City Council adopted Resolution No. 2011-492 approving, in part, the purchase of 53 side loading refuse truck bodies using cooperative purchase agreements with the Texas Buy Board and HGAC. The purchase schedule called for 33 of these bodies to be purchased in FY2011/12, 16 to be purchased in FY2012/13, and four to be purchased in FY2013/14. The purchase of 33 bodies in FY2011/12 was completed. The remaining 20 bodies were to be purchased using the HGAC cooperative purchase agreement. However, that agreement has expired and been replaced with the HGAC agreement recommended for use in this report, necessitating new City Council approval.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers capital costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments and Procurement Services to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City. The following table provides information on the manufacturers, dealers, and locations for the equipment to be purchased. The equipment being purchased from the manufacturers noted below best meets the operational requirements of the customer departments. The dealers noted below are the only local dealers for this equipment. Fleet Management staff has confirmed with these dealers that the recommended cooperative purchase agreements provide better pricing than they could currently offer if competitively bid.

Financial Considerations: The recommended purchases are all for replacement equipment and will be made from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the customer department’s multi-year operating project (MYOP) for replacement vehicles and equipment. The following table provides the detailed information for each purchase:

Equipment	Fiscal Year	Quantity	Fund Name	Fund No.	Project
Mowers	2012/13	1	Storm Drainage	6011	106013143
Claw loaders	2012/13	7	Solid Waste	6007	106013142
Refuse truck bodies	2012/13	16	Solid Waste	6007	106013142
Refuse truck bodies	2013/14	4	Solid Waste	6007	106013142

Equipment	Manufacturer	Dealership and Location
Mowers	The Toro Company	Turf Star, Rancho Cordova, CA
Claw loaders	John Deere	Pape’ Machinery, Sacramento, CA
Refuse truck bodies	Scranton Manufacturing, Inc	Ray Gaskin Service, Sacramento, CA

Sufficient funds are available in the FY1012/13 budgets noted above for the purchases budgeted in FY2012/13. The purchases programmed (not yet budgeted) in FY2013/14 are subject to funding availability in the adopted budget for that fiscal year.

Emerging Small Business Development (ESBD): Cooperative purchase agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs. However, the Department of General Services, Fleet Management and Procurement Services divisions will consider other alternatives if it is determined that using cooperative contracts may have a negative impact on small businesses.



CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083004
CONTRACT AMENDMENT NO. 5
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE II/SWB

THIS CONTRACT IS AMENDED AS FOLLOWS:

PARKS AND GROUNDS MAINTENANCE EQUIPMENT

The City of Tucson Contract No. 083004-01, is hereby RENEWED for an additional period beginning October 15, 2011 and ending October 14, 2012 pursuant to Special Terms and Conditions, Item 7.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 11th DAY OF October, 2010, AT TUCSON, ARIZONA.

[Signature] 10/10/2011
Signature Date
Peter E. Whitacre - District Sales Mgr.
Typed Name and Title

The Toro Company
Company Name
8111 Lyndale Ave. S.
Address
Bloomington, MN 55420
City State Zip

[Signature]
Mark A. Neihart, C.P.M., CPPE, A.P.P. CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
265 W. ALAMEDA, 8TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083004
CONTRACT AMENDMENT NO. 4
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE II/SWB

THIS CONTRACT IS AMENDED AS FOLLOWS:

PARKS AND GROUNDS MAINTENANCE EQUIPMENT

The City of Tucson Contract No. 083004-01, is hereby RENEWED for an additional period beginning October 15, 2010 and ending October 14, 2011 pursuant to Special Terms and Conditions, Item 7.

All other terms, conditions and provisions shall remain the same and apply for the renewal period.

A. The following price sheets are valid for the referenced time frame:

1. 2011 Commercial Products Price List dated November 1, 2010 - October 31, 2011.
2. 2011 Toro Landscape Contractor Equipment (LCE) price sheet dated November 1, 2010 - October 31, 2011.
3. 2011 Compact Utility (Dingo) Equipment price sheet dated November 1, 2010 - October 31, 2011.

B. The following clauses are added to the Standard Terms and Conditions section of the referenced contract.

40. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.: By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

41. CHILD/SWEAT-FREE LABOR POLICY: The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

42. FEDERAL IMMIGRATION LAWS AND REGULATIONS: Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the

Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 4th DAY OF October, 2010, AT TUCSON, ARIZONA.

Peter E. Whitacre 10-2-2010
Signature Date

Peter E. Whitacre - District Sales Manager
Typed Name and Title

The Toro Company
Company Name

8111 Lyndale Ave. S.
Address

Bloomington, MN 55420
City State Zip

Mark A. Nelhart
Mark A. Nelhart, C.P.M., CPPB, A.P.P. CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083004-01
CONTRACT AMENDMENT NO. 3
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE III/LH

THIS CONTRACT IS AMENDED AS FOLLOWS:

PARKS AND GROUNDS MAINTENANCE EQUIPMENT

The City of Tucson Contract Number #083004-01 is hereby **RENEWED** for an additional period beginning **October 15, 2009** and ending **October 14, 2010** pursuant to Special Terms and Conditions, Item 7.

All other terms, conditions and provisions shall remain the same and apply for the renewal period.

A. The following price sheets are valid for the referenced time frame:

1. 2010 Commercial Products Price List dated November 1, 2009 – October 31, 2010.
2. 2010 Toro Landscape Contractor Equipment (LCE) price sheet dated November 1, 2009 – October 31, 2010.
3. 2010 Compact Utility (Dingo) Equipment price sheet dated November 1, 2009 – October 31, 2010.

B. Scope of Services has been revised to include the following value added services.

1. Lease programs, such as Operating Leases and Conditional Sales Contracts, are available through Toro's 3rd party preferred lenders.
2. Trade-in of Toro products and competitor products may be offered at current market value and are evaluated through Toro's extensive distribution network.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature Date 10-14-09

Peter Whitacre, District Sales Manager

Typed Name and Title

The Toro Company
Company Name

8111 Lyndale Ave. S.
Address

Bloomington, MN 55420

City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 15th DAY
OF October, 2009, AT TUCSON, ARIZONA.


10-15-2009

Mark A. Neihart, C.P.M., CPPB, CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083004-01
CONTRACT AMENDMENT NO. 2
PAGE 1

CONTRACT OFFICER: LLOYD B. WINDLE II/SD

THIS CONTRACT IS AMENDED AS FOLLOWS:

PARKS AND GROUNDS MAINTENANCE EQUIPMENT

The City of Tucson Contract Number #083004-01 is hereby RENEWED for an additional period beginning October 15, 2008 and ending October 14, 2009 pursuant to Special Terms and Conditions, Item 7.

All other terms, conditions and provisions shall remain the same and apply for the renewal period.

The following price sheets are effective for the time period indicated.

1. 2009 Toro Commercial Products Price List dated November 1, 2008 – October 31, 2009.
2. 2009 Toro Landscape Contractor Equipment (LCE) price sheet dated November 1, 2008 – October 31, 2009.
3. 2009 Toro Dingo (Compact Utility Equipment) price sheet dated November 1, 2008 – October 31, 2009.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 17 DAY OF Oct, 2008, AT TUCSON, ARIZONA.

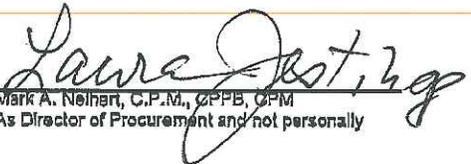
 10/15/08
Signature Date

PETER E. Whitacre, District Sales Mgr.
Typed Name and Title

The Toro Company
Company Name

8111 Lyndale Ave. S.
Address

Bloomington, MN 55420
City State Zip


Mark A. Nelhart, C.P.M., C.P.P.B., C.P.M.
As Director of Procurement and not personally

CITY OF TUCSON

Contract 083004

for

Parks and Golf Grounds Maintenance Equipment

with

The Toro Company

Effective: October 15, 2007

The following documents comprise the executed contract between the City of Tucson and The Toro Company, effective October 15, 2007:

- I. Signed Offer and Acceptance
- II. The Toro Company's Revised Best and Final Offer
- III. The Toro Company's RFP Response

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

The Toro Company
Company Name

8111 Lyndale Ave. S.
Address

Bloomington, MN 55420
City State Zip

Peter E. Whitacre 8/28/07
Signature of Person Authorized to Sign

PETER E. Whitacre
Printed Name

District Sales Manager
Title

Name: Peter E. Whitacre

Title: District Sales Manager

Phone: 952-887-7936

Fax: 952-887-8694

E-mail: peter.whitacre@toro.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 083004-01.

Approved as to form this 11th day of Oct ~~2006~~ 2007

[Signature]
As Tucson City attorney and not personally

CITY OF TUCSON, a municipal corporation
Awarded this 10th day of October, 2007.

[Signature]
Mark A. Neihart, C.P.M., CPPB, CPM
As Director of Procurement and not personally



October 5, 2007

**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

Mr. Peter Whitacre
The Toro Company
8111 Lyndale Ave. S.
Bloomington, MN 55420
Facsimile: 952-887-8694

Sent this day via electronic mail

**RE: City of Tucson RFP #083004
Parks and Golf Grounds Maintenance Equipment
Revised Best and Final Offer**

Dear Mr. Whitacre:

Based on previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line on page 2 if this document. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, The Toro Company must specify such in a written response to this request.

The following agreement has been made between the City of Tucson and The Toro Company with regard to Request for Proposal No. 083004:

1. Toro agrees to add a lower tier to the "Large Package Program. The "free goods" for this tier will be as follows:

<u>Total Toro Commercial Dollars Purchased</u>	<u>Free Goods Dollars</u>
\$150,000 to \$199,999	\$4,500
\$200,000 to \$249,999	\$6,000

All other requirements for this program shall remain the same.

2. Toro agrees to conduct a "field day" for the City of Tucson and surrounding government agencies every year for the duration of this contract in the month of January. The City of Tucson will host and supply the location for the annual event. The awarded contractor or local distributor shall be responsible for advertising and promoting the City of Tucson "field day" to government agencies statewide. The "field day" shall include, but not be limited to, safety training, operator training, agronomics training, mowing and infield grooming clinics.

DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonaz.gov

3. Toro agrees to drop the 2% delivery and set-up fee proposed in the original RFP submittal and add the following language to address delivery to participating agencies:

Pricing shall include set-up and delivery to The City of Tucson. The Contractor/Distributor may negotiate additional incidental expenses incurred as a result of the agency's participation (i.e., shipping costs, set-up fees, travel expenses, etc.).

4. The City of Tucson agrees to amend the National IPA quarterly administrative fee in the National IPA Administrative Agreement Attachment Section 10 as follows:

10. Supplier shall pay National IPA a quarterly administrative fee in the amount of 1% of the total purchase price for the first \$5 million in cumulative contract sales; 1.5% of the total purchase price for the next \$10 million in cumulative contract sales; 2% of the total purchase price for the next \$15 million in cumulative contract sales; and 2.5% of the total purchase price for cumulative contract sales greater than \$30 million, for all purchases under the Master Agreement. Supplier shall provide National IPA with an electronic accounting report, in a format prescribed by National IPA, summarizing all purchases under the Master Agreement. A sample of the reporting format appears at Exhibit 4. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

5. Toro agrees to the following with regard to the implementation plan:

This contract will be made available to all Toro United States distributors. Toro will provide the same contract implementation education equally to all distributors. There may be distributors that elect not to participate in this agreement. The contract will not be promoted in those areas. In the event an agency desires to use the City of Tucson contract but the distributor has elected not to offer the contract, the Toro Contract Manager will review the purchase intent with the distributor and determine if there can be mutual agreement for that sale. If no mutual agreement can be established than the sale cannot be completed.

Your signed Revised Best and Final Offer must be received (via fax) by the City's Department of Procurement on or before Tuesday, October 9, 2007, at 5:00 p.m. local Arizona time. I will also require the original copy of your revised best and final offer be mailed to my attention as well. The original may arrive after October 9th. If you should have any questions, I can be reached at 520-837-4129.

Sincerely,

Ray Valdez, CPPB
Senior Contract Officer

Concurrence:


The Toro Company

Date: 10/8/2007

c: File No. 083004



The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
Phone 952/888-8801 www.toro.com Fax 952/887-8258

Date: August 28, 2007

Ray Valdez
Contract Officer
The City of Tucson
255 W. Alameda 6th Floor
Tucson, AZ 85701

Dear Mr. Valdez,

Thank you for the opportunity to submit a proposal for your Grounds Equipment contract. Toro is submitting one original copy and seven copies of our response to your Request For Proposal document for your review.

Please note that in the RFP tab of the response where the document discusses the National IPA contract commitments, we have made notes where we would like exceptions made to the agreement.

We look forward to working with you to bring a high level of value not only to The City of Tucson but also to other government agencies through this agreement.

Thank you for your time to review our proposal.

Best regards,

A handwritten signature in black ink, appearing to read "Pete Whitacre".

Pete Whitacre
District Sales Manager

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 083004

PROPOSAL DUE DATE: AUGUST 30, 2007, AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: PARKS AND GOLF GROUNDS
MAINTENANCE EQUIPMENT

PRE-PROPOSAL CONFERENCE DATE: AUGUST 20, 2007
TIME: 11:00 A.M. to 12:30 P.M.
LOCATION: 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ.

CONTRACT OFFICER: RAY VALDEZ
TELEPHONE NUMBER: (520) 837-4129
Ray.Valdez@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may be obtained from our Internet site at: www.tucsonaz.gov/procure by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

RV:ilh

PUBLISH DATE: AUGUST 7, 2007

INTRODUCTION / BACKGROUND

The City of Tucson is requesting proposals from qualified and experienced firms to provide quality **Sports Fields & Parks Grounds Maintenance equipment and Golf Course Maintenance Equipment**. The City of Tucson has over 110 public parks and 5 public golf courses located throughout the City. Tucson City parks come in all shapes and sizes ranging from small neighborhood parks to large district parks. Tucson City golf courses are all 18-hole courses that cover approximately 550 acres.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply Equipment, Parts and Warranty Service.

The City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance (herein National IPA) to make the resultant contract from this solicitation available to qualified Participating Agencies nationwide. National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide contractor as stated herein.

NATIONAL CONTRACT REQUIREMENTS

1. CONTRACTOR COMMITMENTS

The successful offeror must make certain commitments to both the City and National IPA under this contract. These commitments are designed to ensure the success of the contract for all parties involved.

A. Corporate Commitment

Contractor commits that (1) the contract has received all necessary corporate authorization of its firm, (2) ~~the contract is the primary "go to market" strategy within the public sector,~~ and (3) the contract will be promoted to all government agencies, including any existing customers, and transitioning those customers, upon their request, to the contract.

Comment [TTC1]: This contract will be marketed in conjunction with our other State and Cooperative agreements.

B. Pricing Commitment

Contractor commits that the contract pricing is the lowest available (net to buyer) to government agencies nationwide and further commits that if a Participating Agency is eligible for lower pricing through a national, state, regional or local contract, that the Contractor will match such lower pricing under the contract.

Comment [TTC2]: At participating distributors,

C. Sales Commitment

Contractor commits to aggressively market the contract and National IPA nationwide and that its sales force will be trained, engaged and committed to offering the contract through National IPA nationwide. Further, the Contractor commits that all contract sales will be accurately and timely reported to National IPA.

Comment [TTC3]: Through a planned implementation over time.

2. NATIONAL IPA ADMINISTRATIVE AGREEMENT

The Contractor will be required to enter into an Administration Agreement with National IPA before services on a national level can commence (see Attachment A). The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. The City strongly encourages all potential offerors to be familiar with the terms and conditions contained therein.

3. ESTIMATED VOLUME

Last year, the City of Tucson spent approximately \$600,000 on Grounds Maintenance Equipment and equipment replacement parts. The dollar volume of services purchased under the contract is estimated to be \$10 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the City, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Vendor and National IPA.

4. MARKETING AND ADMINISTRATIVE SUPPORT

National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

Contractors are required to pay an administrative fee based on a minimum of 1% of actual sales under the Contract. The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA

SCOPE OF WORK

GENERAL REQUIREMENTS

1. **PRODUCTS:** The Products to be included in this solicitation are as follows:

A. Sports Fields and Grounds Equipment - A complete and comprehensive line of Sports Fields and Grounds Equipment to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, and turf cultivation equipment.

B. Golf Course Maintenance Equipment - A complete and comprehensive line of Golf Course Maintenance Equipment to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment and turf cultivation equipment.

C. Related Equipment Parts - A complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Parts.

D. Services - A complete range of services such as, but not limited to, warranty service, on-site training, instruction, and technical services.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY AND FROM THE MOST CURRENT PRODUCT LINES.

2. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:

- a. Be an authorized distributor or manufacturer.
- b. Have a strong national presence in the grounds maintenance equipment industry.
- c. Have a distribution model capable of delivering products nationwide.
- d. Have a demonstrated sales presence.
- e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- f. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

3. **EQUIPMENT STANDARDS AND GUIDELINES:** All riding equipment must comply with appropriate ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers – www.sae.org) and OSHA (Occupational Safety and Health Administration – www.osha.org) standards for roll-over protection. All vehicles must comply with appropriate ANSI (American National Standards Institute – www.ansi.org) standards as related to operation on slopes.

4. **SAFETY:** All vendors performing services for the City or cooperative agencies are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The supplier shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

5. **MAINTENANCE FACILITIES:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.
6. **VENDOR PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall be capable of providing parts within 24 hours and shall be capable of being on site to respond to service requests within 24 hours.
7. **PRICING:** Contractors are to provide a discount from a verifiable price index or provide a reduced net pricing schedule. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled "Sample Equipment Specifications"). Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered.

8. **TRAINING:** The Contractor shall provide training for City of Tucson and other participating agency operators and service technicians at no cost to the City or Agency. The Contractor will provide the following training for each equipment purchase:
 - Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.
 - Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.
 - The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.
9. **DELIVERY:** For City of Tucson purchases, equipment shall be delivered to various City of Tucson locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Mountain Standard Time. The Contractor shall be required to give the Parks and Recreation Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

The following documents are due upon delivery to the City or participating agency:

1. M.S.O. (Manufacturer Statement of Origin)
2. Warranty document
3. Required manuals

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
 - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
 - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

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constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 7 copies (8 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
15. **LATE PROPOSALS:** Late proposals will be rejected.
16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at www.tucsonaz.gov/procure by clicking on Vendor Services.
21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
22. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at www.tucsonaz.gov/procure upon issuance of a Notice of Intent to Award or upon final contract execution.
24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Describe how your firm proposes to distribute the products/service nationwide.
2. Identify all other companies/distributors that will be involved in processing, handling or shipping the products/services to Participating Agencies.
3. Provide the number, size and location of your firm's distribution facilities, warehouses and retail networks as applicable.
4. Outline your firm's plan for marketing the products/services to Participating Agencies nationwide.
5. Explain how your firm will educate its national sales force about the contract.
6. Provide a detailed 90-day plan describing how the contract will be implemented within your firm as the primary go to market strategy within government agencies.
7. Explain how your firm will market the contract to existing government customers and transition these customers to the contract. In addition, please provide the amount of purchases from existing public agency clients that your firm will transition to the National IPA contract.
8. State the amount of your firm's state and local government sales for 2006. Provide a list of your top 10 public agency customers and the total 2006 purchase for each along with a key contact for each.
9. Provide a detailed written response illustrating how the products and services offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation. Offerors shall submit information that will aid the City in evaluating your proposal: product spec sheets, product brochures, product website addresses, etc.
10. Describe any special programs that your company offers that will improve customers' access to products and ability to stay current with changes and improvements.
11. Describe your ordering capacity (telephone, fax, internet, etc...)

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12. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.
13. Describe your delivery commitment:
 - a. What are your standard delivery days?
 - b. Are shipping charges exempt for ALL who use this contract?
 - c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective product; etc. – resolved
14. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.
15. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
16. Detail any extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.
17. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.
18. Describe how the innovation and technology of your equipment differs from other equipment in the industry.
19. Describe any environmentally friendly features, options or technology available.
20. Describe how your firm will notify customers of new equipment and services.
21. Describe what other products and/or services you offer that would be applicable to this contract.

B. Price Proposal

- 1 Identify the objective verifiable pricing index to be used. **This must be submitted with the proposal. Pricing indexes for both Equipment and available Parts must be submitted.**
2. Provide pricing as requested on the Price Sheet attached herein. Offerors shall offer a fixed percentage discount from the index (or established discounted pricing) to provide pricing for all equipment offered.
3. Proposed pricing shall include delivery to Tucson and participating agencies. If there are additional surcharges for delivery to non-Tucson agencies located outside of the Tucson Metropolitan area, please provide information on how delivery charges will be calculated.
4. State if pricing is most favorable offered to government agencies.
5. Propose a plan to adjust pricing as market conditions change.
6. Provide information on any ordering methods – such as electronic ordering or payment via pCard – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

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7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days.
8. a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online?
b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations)
\$ _____

C. Qualifications and Experience

1. Provide a general overview of your company, including statement of finances, number of years in business, corporate headquarter location, type of business, and where you do business.
2. Provide the total number and location of sales persons employed by your firm.
3. Summarize your experience in providing equipment and services similar to that outlined in the Scope of Work. Provide a minimum of three references for whom you have provided similar equipment and services. Please include name, address, phone, email, and a contact person.
4. Provide a listing of key personnel who may be assigned to the City's Grounds Maintenance Equipment contract. Include their title within your organization and the description of the type of work they may perform.
5. List the number of certified technicians you have for warranty service.
6. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.
7. Provide a statement of your annual sales for the past 2 years.
8. Please submit any additional information that you feel is applicable to your qualifications and experience.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal, and Qualifications and Experience criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

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C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SAMPLE EQUIPMENT SPECIFICATIONS

For each Item/Minimum Requirement, indicate "yes" or "no" under Comply. If you do not meet the Item/Minimum Requirement, indicate so in the "Exception" column and provide an explanation on why you don't meet the requirement. Any deviations from the minimum requirements must be clearly presented on the table or in an attached letter. If no exceptions are taken, the City of Tucson will expect complete compliance with the specifications.

BUNKER RAKE SPECIFICATIONS		
Item 1		
ITEM/MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
ENGINE		
V-Twin cylinder, 4-cycle, OHV.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
18 hp (13.4 kW) @ 3600 rpm.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Displacement: 34.8 cu. in. (570 cc)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Oil capacity: 1.75 quart (1.8 liter)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Cooling: Air (high flow blower)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Air cleaner system: Remote mounted 3-phase Donaldson® air cleaner	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
TRACTION		
Drive: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3WD, hydraulic traction system.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Brakes: Dynamic braking through the hydrostatic transmission, hand actuated brake lever.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Hydraulic oil: 5.0 gallon (18.9 liter). 35 micron replaceable cartridge.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Main frame: Welded rectangular tubular steel frame construction.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Controls: Hand operated choke, throttle, and hydraulic control for raising/lowering with float.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
GROUND SPEED		
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
ELECTRICAL		
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Starter: 12 volt electric	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
STEERING		
Hydraulic Power Steering	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
OTHER CHARACTERISTICS		
Ground Clearance: 6.0"	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

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MEDIUM UTILITY VEHICLE SPECIFICATIONS		
Item 2		
ITEM / MINIMUM REQUIREMENT	COMPLY	VENDOR EXCEPTIONAL/ALTERNATIVE
ENGINE		
Power = 16 HP, Gas, two cylinder	<input type="checkbox"/> Y <input type="checkbox"/> N	
Fuel Capacity = 7.0 gal	<input type="checkbox"/> Y <input type="checkbox"/> N	
DRIVE SYSTEM		
Transmission = Continuously variable belt drive	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
BRAKES		
Front = 8" self-cleaning hydraulic disc	<input type="checkbox"/> Y <input type="checkbox"/> N	
Rear = Hydraulic drum brake	<input type="checkbox"/> Y <input type="checkbox"/> N	
CAPACITY		
Cargo Capacity – 1200 Lbs. Approx	<input type="checkbox"/> Y <input type="checkbox"/> N	
Total Capacity – 1600 Lbs. Approx.	<input type="checkbox"/> Y <input type="checkbox"/> N	

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HEAVY DUTY UTILITY VEHICLE SPECIFICATIONS		
Item 3		
ITEM/MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
ENGINE		
Engine - diesel, 3-cylinder, 4-cycle, liquid-cooled	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Horsepower - Approx. 26 HP (19.7kW)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Torque - 49 ft-lbs (67.0 N-m)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	44 Ft -Lbs.
Displacement - 69 cu. in. (1,131 cc)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	58.1 Cu In, 952 cc
Oil Capacity - 3-4 qts. (3.5 L)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Governor type - Mechanical centrifugal	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Lube Oil Filter - Full flow with spin-on oil filter	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Lubrication - Full-pressure lubrication	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Starting System - 12-volt starter	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Fuel Filter - Pre-filter, water separator, final filter	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
PAYLOAD CAPACITY		
Rated Capacity - approx. 2,800 lbs	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	2,649 Lbs capacity w/o bed
DRIVETRAIN		
Transmission (Manual) - 4-speed truck manual transmission with low-low (creeper) first gear; synchronized in all forward gears	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Toro has 3 speeds with high/low range for a total of 6 forward speeds.
ELECTRICAL SYSTEM		
Lights - Two seated high/low-beam headlights; stoplight/taillight	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	No high/low beams
Preheat Diesel Model - Automatic glow-plug activation before ignition; instrument panel light indicates when glow plugs are heating the combustion chambers	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Hydraulic System - 6.8 gal. (25.7) capacity; 25-micron, full-flow filtration; biodegradable fluid; oil cooler standard	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	8.0 gal, 7.5 liter 10 micron
STEERING		
Automotive power steering	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
BRAKES		
Heavy-duty, hydraulic, 7.9 in. (200mm) duo-servo, self-adjusting brakes on all wheels, with dual master cylinder and remote trunk-mounted master cylinder reservoir	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

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SURROUNDS MOWER SPECIFICATIONS Item 4		
ITEM / MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
ENGINE		
Fuel = Diesel	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Size = Approx. 52 Cubic Inches	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Power = Approx. (Gross) 19 Hp	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Air Cleaner = Dual-Stage With Restriction Indicator	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Cooling = Liquid	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Oil Filter = Full Flow Filter	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Cylinders = 3	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Displacement = 52.1 Cubic Inches	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
CAPACITIES		
FUEL = 7 Gal	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	6.5 gallons
ENGINE OIL = 3 Qt	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
HYDRAULIC OIL = 5 Gal	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	2.3 gallons
DRIVE SYSTEM		
Traction Drive = Full time 3 Wheel Drive		
Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
BRAKES		
2-wheel Disc	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Two wheel drum Brakes
Hand controlled Park Brake	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Closed loop traction system.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
OTHER STANDARD EQUIPMENT		
Drive Wheels=Hydraulic, Standard 3 Wd	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
CUTTING UNITS		
Number = 3 Reel Cutting Units	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
SIZE = Approx. 26"	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Number Of Blades = 8	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Backlapping = Standard	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
CLIP FREQUENCY = 0.126-In/Mph	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Front Rollers = Grooved	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Reel Diameter = 7"	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Bed knife to reel
Rear Rollers = Solid	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

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SURROUNDS MOWER SPECIFICATIONS		
Item 4 (Cont.)		
ITEM / MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
ELECTRICAL AND SAFETY INTERLOCKS		
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Neutral start switch	<input type="checkbox"/> Y <input type="checkbox"/> N	
Operator presence switch (in seat)	<input type="checkbox"/> Y <input type="checkbox"/> N	
Mow / Transport switch	<input type="checkbox"/> Y <input type="checkbox"/> N	
Park brake set switch.	<input type="checkbox"/> Y <input type="checkbox"/> N	

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TRIPLEX GREENS MOWER SPECIFICATIONS		
Item 5		
ITEM / MINIMUM REQUIREMENT	COMPLY ?	VENDOR EXCEPTIONAL/ALTERNATIVE
ENGINE		
Power = 18 HP	<input type="checkbox"/> Y <input type="checkbox"/> N	
Type = Gas (Unleaded) powered	<input type="checkbox"/> Y <input type="checkbox"/> N	
CAPACITIES		
Fuel Capacity = 7.0 gal	<input type="checkbox"/> Y <input type="checkbox"/> N	
Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	<input type="checkbox"/> Y <input type="checkbox"/> N	
DRIVE SYSTEM		
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	<input type="checkbox"/> Y <input type="checkbox"/> N	
IMPLEMENT DRIVE		
Hydraulic drive, individual pump and valve sections operating three reels	<input type="checkbox"/> Y <input type="checkbox"/> N	
CUTTING UNITS		
Number = 3	<input type="checkbox"/> Y <input type="checkbox"/> N	
Type = 11 Blade	<input type="checkbox"/> Y <input type="checkbox"/> N	
BEDKNIVES = Lo-Cut, 1/8"	<input type="checkbox"/> Y <input type="checkbox"/> N	
Height Of Cut Range = 0.125" – 0.750"	<input type="checkbox"/> Y <input type="checkbox"/> N	
Reel Frame	<input type="checkbox"/> Y <input type="checkbox"/> N	
Reel Diameter = 5"	<input type="checkbox"/> Y <input type="checkbox"/> N	
Blades Shall Be High Carbon Steel	<input type="checkbox"/> Y <input type="checkbox"/> N	
OTHER STANDARD EQUIPMENT		
STEERING		
Power	<input type="checkbox"/> Y <input type="checkbox"/> N	
Adjustable steering wheel tilt and a 5 position steering arm tilt	<input type="checkbox"/> Y <input type="checkbox"/> N	
CONTROLS		
Raise / lower mow lever (joystick)	<input type="checkbox"/> Y <input type="checkbox"/> N	

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WIDE AREA ROTARY MOWER SPECIFICATIONS		
Item 6		
ITEM/MINIMUM REQUIREMENT	COMPLY ?	VENDOR EXCEPTION/ALTERNATIVE
ENGINE AND CAPACITIES		
ENGINE		
60 HP, Liquid Cooled Turbo Charged Diesel	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
AIR CLEANER		
Dry, replaceable primary and safety elements	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
RADIATOR		
Rear-mount cross-flow, 4-row, 8-fins per inch, 11 quart (10.4 liter) capacity	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
FUEL CAPACITY		
Approx. 19 gallon (72 liter) diesel fuel	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
DRIVE SYSTEM		
TRACTION DRIVE		
Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
HYDRAULICS/COOLING		
8 gallon capacity 2 micron remote spin-on filter. 9 row, single pass cooler with tilt out for cleaning	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
OTHER CHARACTERISTICS		
DIAGNOSTICS		
Diagnostics pressure test ports: forward and reverse traction, left, center, and right decks. Reverse 4WD, lift, and steering. Charge and deck counterbalance circuits.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
INTERLOCKS		
Prevents engines from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Mowing only permitted in low range. Engine stops if parking brake engaged and traction pedal not in neutral. Deck transport latches.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

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WIDE AREA ROTARY MOWER SPECIFICATIONS		
Item 6 (Cont.)		
ITEM/MINIMUM REQUIREMENT	COMPLY ?	VENDOR EXCEPTION/ALTERNATIVE
CUTTING UNITS		
WIDTH OF CUT		
Overall approx. 132" . Center deck 62". Two 42" Wings	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
MOWING RATES		
Mows up to 9.9 acres/hr at 8 Mph assuming no overlaps or stops	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

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MWBE PROVISIONS

THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE JANUARY 1, 2003 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIV OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIV OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

- 1. PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE:** In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**
- 2. PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS:** In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offeree shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF EEO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

To be considered, the bidder/offeree must so state in writing with their submittal, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE/WBE firm. Contact the Equal Opportunity Office at 791-4593 to apply for approval as an MBE/WBE Joint Venture.

3. DEFINITIONS

Certified MBE or WBE - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) - the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Eligible Contract Relative to General Procurement of Goods, Services and Materials - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold, but does not exceed two hundred and fifty thousand dollars (\$250,000). Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

Joint Venture - An association of two or more persons, partnerships, corporations, business enterprises or any combination of these entities, established to form a single business enterprise, but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The MBE or WBE partner(s) must be responsible for a clearly defined portion of the work performed, which is set forth in detail separately from the work to be performed by the non-MBE/WBE partner, and which is assigned a commercially reasonable dollar value. Furthermore, the MBE/WBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, interest in capital acquired by the Joint Venture and interest in earnings.

Minority Business Enterprise (MBE) - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

Woman-owned Business Enterprise (WBE) - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

- 4. APPLICABILITY:** The seven percent (7%) price preference is available for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) is available for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS TAKES SEVERAL WEEKS. PLEASE CONTACT THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS AT 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.

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SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.tucsonaz.gov/procure and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Parks and Golf Grounds Maintenance Equipment award made pursuant to this solicitation and are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statute:

Cities, Towns, Villages and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE	CITY OF OREGON CITY
CITY OF ASHLAND	CITY OF PILOT ROCK
CITY OF AUMSVILLE	CITY OF PORTLAND
CITY OF AURORA	CITY OF PORTLAND
CITY OF BEAVERTON	CITY OF POWERS
CITY OF BOARDMAN	CITY OF RIDDLE
CITY OF BURNS	CITY OF SANDY
CITY OF CANBY	CITY OF SCAPPOOSE
CITY OF CANYONVILLE	CITY OF SHADY COVE
CITY OF CLATSKANIE	CITY OF SHERWOOD
CITY OF COBURG	CITY OF ST. PAUL
CITY OF CONDON	CITY OF TIGARD, OREGON
CITY OF LA GRANDE	CITY OF TUALATIN, OREGON
CITY OF LEBANON	CITY OF WARRENTON
CITY OF MILL CITY	CITY OF WILSONVILLE
CITY OF MILWAUKIE	CITY OF WINSTON
CITY OF MOSIER	LEAGUE OF OREGON CITIES
CITY OF NORTH PLAINS	PORTLAND DEVELOPMENT COMMISSION

Counties including but not limited to:

ASSOCIATION OF OREGON COUNTIES	LINCOLN COUNTY
BENTON COUNTY	LINN COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION	MARION COUNTY, SALEM, OREGON
CLATSOP COUNTY	MORROW COUNTY
COLUMBIA COUNTY, OREGON	MULTNOMAH COUNTY BUSINESS AND
COOS COUNTY HIGHWAY DEPARTMENT	COMMUNITY SERVICES
CROOK COUNTY ROAD DEPARTMENT	MULTNOMAH LAW LIBRARY
CURRY COUNTY OREGON	NAMI LANE COUNTY

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DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JEFFERSON COUNTY
LAKE COUNTY

POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOAH EDUCATION SERVICE DISTRICT

NEAH-KAN-NIE DISTRICT NO. 56
NESTUCCA VALLEY SCHOOL DISTRICT NO. 101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO. 19
SWEET HOME SCHOOL DISTRICT NO. 55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO. 32

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
8. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
9. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.
10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
13. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

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- 14. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 15. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 16. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

- 17. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 18. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 19. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 20. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 21. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 22. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 23. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 24. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 25. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 26. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 27. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 28. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 29. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 30. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 31. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 32. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

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- 33. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 34. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 35. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 36. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 37. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 38. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 39. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

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PRICE PAGE

This Price Page lists Sample Equipment that will likely be purchased under the contract. This list is not all-inclusive.

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Bunker Rake, as per specifications Toro 5040 , 08705	\$12,765.37
	<u>MANUFACTURER AND MODEL NUMBER</u>	
2.	Medium Duty Utility Vehicle, as per specifications Toro 2110, 07277	\$7,819.22
	<u>MANUFACTURER AND MODEL NUMBER</u>	
3.	Heavy Duty Utility Vehicle, as per specifications Toro 3300, 07362	\$17,362.75
	<u>MANUFACTURER AND MODEL NUMBER</u>	
4.	Surrounds Mower, as per specifications Toro 2300, 03431	\$21,010.00
	<u>MANUFACTURER AND MODEL NUMBER</u>	
5.	Triplex Greens Mower, as per specifications Toro 3150, 04357	\$22,299.57
	<u>MANUFACTURER AND MODEL NUMBER</u>	
6.	Wide Area Rotary Mower, as per specifications Toro GM4000D, 30410	\$43,831.10
	<u>MANUFACTURER AND MODEL NUMBER</u>	

(A) EQUIPMENT TOTAL FOR ITEMS 1-6 \$125,088.01

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**PRICE PAGE
 (REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)**

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.	Equipment: Bunker Rake Replacement Parts/Accessories:			
	Professional Infield Finisher 08754 PART/ITEM NUMBER	3 EA	\$1,756.95	\$5,270.85
	Wheel Motor 108-2947 PART/ITEM NUMBER	5 EA	\$822.89	\$4,114.45
2.	Equipment: Medium Duty Utility Vehicle Replacement Parts/Accessories:			
	Drive Clutch 108-7013 PART/ITEM NUMBER	5 EA	\$313.87	\$1,569.35
	Starter/Generator 99-7660 PART/ITEM NUMBER	5 EA	\$182.23	\$911.15
3.	Equipment: Heavy Duty Utility Vehicle Replacement Parts/Accessories:			
	Master Brake Cylinder 104-6782 PART/ITEM NUMBER	5 EA	\$98.98	\$494.90
	Clutch Cable Assembly 110-2548 PART/ITEM NUMBER	5 EA	\$70.33	\$351.65
4.	Equipment: Surrounds Mower Replacement Parts/Accessories:			
	Radiator 95-8934 PART/ITEM NUMBER	5 EA	\$499.22	\$2,496.10
	Fuel Shut-off Solenoid 104-5177 PART/ITEM NUMBER	5 EA	\$170.09	\$850.45

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**PRICE PAGE
 (REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
5.	Equipment: Triplex Greens Mower Replacement Parts/Accessories:			
	Reel Motor Assembly <u>112-9200</u> PART/ITEM NUMBER	5 EA	\$271.20	\$1,356.00
	Oil Cooler <u>105-8339</u> PART/ITEM NUMBER	5 EA	\$809.29	\$4,046.45
6.	Equipment: Wide Area Mower Replacement Parts/Accessories:			
	Water Pump Assembly <u>107-0129</u> PART/ITEM NUMBER	5 EA	\$166.04	\$830.20
	Spindle Assembly <u>104-3529</u> PART/ITEM NUMBER	5 EA	\$394.60	\$1,973.00

(B) TOTAL EXTENDED PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-6 \$24,264.55

(A) EQUIPMENT TOTAL FOR ITEMS 1-6 \$125,088.01

(B) TOTAL EXTENDED PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-6 \$24,264.55

GRAND TOTAL (A + B) \$149,352.56

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this ____ day of _____, 2006.

Awarded this ____ day of _____, 2007.

As Tucson City Attorney and not personally

Mark A. Nelhart, C.P.M., CPPB, CPM
As Director of Procurement and not personally

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ATTACHMENTS

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE ADMINISTRATIVE AGREEMENT

This ADMINISTRATION AGREEMENT is made this _____ day of _____, _____, between the National Intergovernmental Purchasing Alliance ("National IPA"), The City of Tucson (herein "Principal Procurement Agency") and _____ (herein "Supplier").

RECITALS

WHEREAS, The City of Tucson (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, also known as Contract # _____ by and between the Principal Procurement Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

Comment [TTC4]: At participating Toro distributors.

WHEREAS, National IPA serves as the administrative agent for Principal Procurement Agency and other lead public agencies with regard to other Master Agreements offered through the National IPA;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement;

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

3. The Supplier shall indemnify, defend, and hold harmless National IPA, its members, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Supplier, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Supplier and/or its subcontractors of claims under similar such laws and obligations. The Supplier's obligation under this provision shall not extend to any liability caused by the sole negligence of National IPA or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against all intellectual property supplied by the Supplier and third party infringement under the Agreement.

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4. National IPA shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that National IPA shall act in the capacity of administrator of purchases under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to National IPA shall survive the term of this Agreement

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to any other public agencies and such agencies' verified employees. Supplier has reviewed, understands and agrees to the Supplier Commitments and Process attached hereto and incorporated herein as Exhibit 2. Supplier's failure to maintain the Supplier Commitments and Process shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

Comment [TTC5]: At participating Toro distributors.
Comment [TTC6]: Except where noted,

8. Principal Procurement Agency shall execute a completed Principal Procurement Agency Certificate to a Master Intergovernmental Cooperative Purchasing Agreement. An example of the Principal Procurement Agency Certificate is attached hereto as Exhibit 3 and an example of the Master Intergovernmental Cooperative Purchasing Agreement is attached hereto as Exhibit 1. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org. No purchases shall be made hereunder until the applicable public agency has registered electronically with National IPA.

9. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such agencies to evaluate potential purchases. Supplier authorizes National IPA's use of Supplier's name, trademarks and materials in promoting the use of the Master Agreement.

QUARTERLY FEES & REPORTING

10. Supplier shall pay National IPA a quarterly administrative fee in the amount of 1% of the total purchase price for the first \$1 million in cumulative contract sales; 1.5% of the total purchase price for the next \$3 million in cumulative contract sales; 2% of the total purchase price for the next \$6 million in cumulative contract sales; and 2.5% of the total purchase price for cumulative contract sales greater than \$10 million, for all purchases under the Master Agreement. Supplier shall provide National IPA with an electronic accounting report, in a format prescribed by National IPA, summarizing all purchases under the Master Agreement. A sample of the reporting format appears at Exhibit 4. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Principal Procurement Agency or National IPA. Quarterly reports and the administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above.

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12. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid within 30 days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.

13. National IPA or its designee may, at National IPA's sole discretion, compare public agency records with quarterly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit.

GENERAL PROVISIONS

14. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at agency's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below:

A. National IPA
310 South Twin Oaks Valley Road
Suite 107-350
San Marcos, CA 92078
Attn: CFO

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

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20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE

By: _____

Date: _____

SUPPLIER: _____

By: _____

Date: _____

EXHIBIT 1

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance ("National IPA") or otherwise execute a Participating Public Agency Certificate ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

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EXHIBIT 2

SUPPLIER COMMITMENTS AND PROCESS

The following is intended to assist the supplier in successfully implementing the Master Agreement:

National IPA Administration Agreement - The supplier is required to execute the National IPA Administration Agreement ("Agreement") prior to the award of the Master Agreement.

National Account Management Team - The supplier shall provide a National Account manager with the authority and responsibility for the overall success of the Master Agreement contract within the supplier's organization.

State and Local Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated National IPA internet web-based homepage with:
 - o National IPA standard logo;
 - o Copy of original Request for Proposal or Invitation to Bid;
 - o Copy of contract and amendments between lead public agency and supplier;
 - o Summary of products and pricing;
 - o Electronic link to National IPA's online registration page;
- A dedicated toll free number for National IPA

Comment [TTC7]: Supplied by National IPA

Electronic Registration - The supplier is responsible for ensuring that each Participating Public Agency has completed National IPA's online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for reporting all Participating Public Agency sales within 30 days of the end of each calendar quarter in the provided format attached as Exhibit 4 to the National IPA Administration Agreement.

Administrative Fees - The supplier is responsible for paying to National IPA an administrative fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in Section 10 of the Administration Agreement.

National IPA Awareness - National IPA is responsible for marketing the overall National IPA concept and program to Participating Public Agencies. National IPA marketing is intended to supplement and enhance the direct sales effort of the supplier. National IPA employs a national account management team, a web based registration and lead referral system, direct mail, the Internet and newsletters and other publications to increase National IPA awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the supplier's sales initiatives should communicate:

Comment [TTC8]: At participating distributors.

- Contract was competitively solicited by a Principal Procurement Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:

- Key features of National IPA contract
- Working knowledge of the Solicitation Process
- Awareness of the range of public agencies that can access National IPA

Name: _____
Title: _____
Signature: _____

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EXHIBIT 3

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the _____ (the "Principal Procurement Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agency to Participating Public Agencies nationwide through National IPA. For purposes of City of Tucson contracts, Participating Public Agencies shall be defined in accordance with Arizona Revised Statutes – Title 41, Article 10, Section 41-2632 Cooperative purchasing authorized.

Comment [TTC9]: Except where noted

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

Name and Title of Signor

Date

Proposal Evaluation Requirements

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA

A. Method of Approach

1. Describe how your firm proposes to distribute the products/services nationwide.

Toro has 27 distributors nationally that handle product fulfillment to customers. Most of these distributors cover several states and therefore have several offices. For instance; Simpson Norton Corporation has offices in Goodyear, AZ; North Las Vegas, NV; and Albuquerque, NM.

Toro Commercial products are manufactured in Tomah, Wisconsin then aggregated in our Baraboo, WI distribution center for shipment to distribution. All of our distributors keep an inventory of products in local stock but can expect new shipments from Baraboo within 6 – 30 days. The distributors then conduct any final assembly and set up of the products prior to shipment. Each distributor has exclusive and protected territory to sell Toro Commercial products to end users. Please refer to Commercial Products Map attached for a listing of distributors and territories.

2. Identify all other companies/distributors that will be involved in processing, handling or shipping the products/services to participating agencies.

See attachment of all domestic distributors.

3. Provide the number, size, and location of your firm's distribution facilities, warehouses, and retail networks as applicable.

All of Toro's Commercial products are shipped from our warehouse in Baraboo, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Essentially we have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.

4. Outline your firm's plan for marketing the products/services to Participating Agencies.

- Within the first 2 weeks of contract start date an email will go out to Toro District Sales Manager's (DSM) and the principles of all distributors announcing this award with contract terms and conditions and implementation plan. Toro's marketing group would provide a link on Toro's website to National IPA's website for customers wanting more information.

- If National IPA provides a membership list to Toro we will send out an awareness piece that Toro products are now available on the National IPA contract. This piece will list our products with specifications and pictures with contract information, how to purchase. We have developed these for our state contracts and found them to be very useful for information. A copy is included with this packet.
- Local Toro distributors will attend their local NIGP/NPI chapter trade shows and distribute information pertaining to acquiring Toro products through National IPA. We will also distribute this information at national trade shows such as the NIGP and NPI.
- Toro distributors also conduct local 'field days' which typically bring 50 to 100 local tax supported entities to a park or sports field to show off equipment and let customers test drive our products. These will also be opportunities to talk about the City of Tucson contract and distribute information.
- Toro Sports Field and Grounds Division develops a bi-monthly newsletter called 'A Cut Above' we will develop a section outlining the City of Tucson/National IPA agreement and how it can benefit distribution. This is an email piece that is sent to all Toro departments and all distributor principles, sales managers and sales representatives.

5. Explain how your firm will educate its national sales force about the contract.

Within 2 weeks of contract award we will start setting up web casts/conference calls with Toro District Sales Managers and the Group 1 distributors to train their management and sales representatives on the contract particulars, who to sell to, how to position this contract and how to process orders using any standard NIPA documents. We would also review how to navigate the National IPA website for information. This would be scheduled with National IPA/City of Tucson personnel in attendance to answer any questions from the group. We would then develop a marketing piece specifically for this contract that can be used for mailing, emailing, and distribution at trade shows.

6. Provide a 90-day plan describing how the contract will be implemented within your firm as the primary go to market strategy.

We will roll this program out on a planned basis as follows:

Group 1: Contract start date (first 90 days)

- Simpson Norton – Arizona, Southern Nevada, New Mexico
- Turf Star – California, West Nevada
- Reinders – Central and Eastern Wisconsin
- Grassland Equipment – New York, Vermont
- Storr Tractor – New Jersey, New York City
- Wesco Supply – Northern Florida
- Wesco Turf – West Florida
- Hector Turf – South Florida
- Jerry Pate Turf and Irrigation – Georgia, Mississippi, Alabama, Louisiana

- Smith Turf – South Carolina, North Carolina, Virginia, Tennessee

Group 2: Six Months after contract start date

- Turf Professionals Equipment Corp. – Illinois, Missouri, Kansas
- Tri State – Iowa
- Midwest Turf – Nebraska, South Dakota
- MTI – North Dakota, Minnesota
- Kenney Machine – Indiana, West Kentucky
- Spartan – Michigan
- EH Griffith – West Pennsylvania
- Philadelphia Turf – East Pennsylvania
- Century Equipment – Ohio
- Turf Equipment and Supply Corp. – Maryland, Northern Virginia
- Midland Implement - Montana, Wyoming
- Turf Equipment and Irrigation – Utah, Northern Nevada, Idaho

Group 3: Depending on success in Groups 1 and 2

- Western Equipment – Washington, Oregon
- LL Johnson – Colorado
- Turf Products Corp. – Massachusetts, Maine, Connecticut, New Hampshire
- Hawthorne Pacific Corp. – Hawaii
- Professional Turf Products – Texas, Oklahoma

Within the first 90 days we will provide training and marketing to all the Group 1 distributors as detailed above. Additionally, we will target 10 customers per distributor to make sales calls to review the benefits of the National IPA/City of Tucson contract.

7. Explain how your firm will market the contract to existing government customers and transition these customers to the contract. In addition, please provide the amount of purchases from existing public agency clients that your firm will transition to the National IPA contract.

As our distributors may currently hold a state contract for the state's that they do business with, the National IPA contract will be marketed in conjunction with those contracts. We will identify where we do not have contract coverage and which state contracts do not offer our full line of products and utilize the National IPA contract in lieu of the state contract.

8. State the amount of your firm's state and local government sales for 2006. Provide a list of your top 10 public agency customers and the total 2006 purchase for each along with a key contact for each.

We cannot divulge sales information. We will however develop a list of 10 target customers for each distributor to review the benefits of utilizing this contract.

9. Provide a detailed written response illustrating how the products and services offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation. Offerors shall submit information that will aid the city in evaluating your proposal: product spec sheets, product brochures, product website addresses, etc.

Toro offers a full line of mowing equipment from 21" push rotary mowers, rotary mowers up to 16', reel mowers, aeration equipment, debris removal equipment, and utility vehicles See attached brochures.

10. Describe any special programs that your company offers that will improve customers' access to products and ability to stay current with changes and improvements.

Toro's distributor sales force in the primary vehicle through which information flows. We have over 200 outside sales representatives that call on between 5 to 8 customers per day each. A Toro District Sales Manager helps distribution prioritize the flow of information to customers. In addition, our distributors have customer newsletters that indicate new product and service offerings. The Toro Company also does marketing and advertising on a national basis when we bring out new products or significant product upgrades.

11. Describe your ordering capacity (telephone, fax, internet, etc...)

Orders can be faxed, mailed and emailed. Office hours are from 7AM to 4PM Monday through Friday

12. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

After each purchase the salesman for that area will go over the equipment purchased. After one month a equipment tech will go over the equipment and answer any questions. There are several service schools and field days available though out the year. Most of the equipment comes with an operator CD or video tape

13. Describe your delivery commitment:

- a. What are your standard delivery days?*
- b. Are shipping charges exempt for all who use this contract?*
- c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective product; etc. resolved.*

A. Delivery can be from 2 days to 30 days

B. A setup and delivery fee of 2% will be added to all equipment order out side the City of Tucson

C. All defective parts can be exchanged for non defective parts at no charge If the wrong parts are order there may be a 25% restocking fee and parts must be in new condition and in the factory packaging. Customer pays UPS charges on all return

14. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.

Each of our 27 distributors has a parts inventory that is defined by the needs of their customer base. Our distributors have a 90% next day fill rate. If they do not have the parts in-house, Toro has a parts distribution system based in Plymouth, Wisconsin that provides enough inventories to support a \$160 million parts business at a 98% fill rate.

15. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

Invoicing is done daily after each shipment and mailed out. Statements are mailed out the first of every month

16. Detail any extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.

Toro's standard Commercial Products Warranty states that "your Toro Commercial product will be free from defects in materials or workmanship for two years or 1500 operational hours whichever occurs first. Where a warrantable condition exists, we will repair the Product at no cost to you including diagnosis, labor, parts and transportation." Our standard Commercial Parts Warranty states "your Toro Commercial Part to be free from defects in material or workmanship for ninety days, 1 year for complete engines."

In addition, you can purchase additional protection for your products through Toro Protection Plus. These are optional programs designed to provide you with budget protection and security after the initial 2 year warranty period.

Drive train Protection: This program covers the engine, transmission/transaxle including; hydrostatic pumps, valves and motors; drive axles/drive assemblies including; all parts contained in the drive axle, PTO housing, 4-wheel drive assemblies, hydraulic drive pumps, valves, steel lines and motors within the frame.

Comprehensive Protection: This program covers all operational parts and assemblies for your mower, vehicle or other machinery against mechanical breakdown. The items not covered are; normal maintenance items, tune-ups, tires, batteries, blades, belts and hoses.

17. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

Most recently our ProCore 648 was given the Innovative Products award for Aeration Equipment by the Staff at Grounds Maintenance.

Our Groundsmaster 7200 Polar Track unit was given the AE50 award by the American Society of Agricultural & Biological Engineers for Best Engineering.

18. Describe how innovation and technology of your equipment differs from other equipment in the industry.

At Toro, our goal is to generate 30% of sales from new product and product enhancements. Therefore, we put energy into developing game changing products. Examples of this are:

Spindles: This is the housing that attaches the rotary blade to the drive shaft. This is the area that takes the abuse when the blades strikes an object such as a rock or branch. Toro uses the industry's largest and toughest spindle. It is made of cast iron with 8 fastening points to the deck. We use tapered roller bearings instead of ball bearings to allow for greater side impact and 50% more load carrying capacity. We also employ spline connections between shaft and pulley to increase torque capacity.

Reel products: larger range of height of cut and range of reels/blades combinations, leak detection systems for our hydraulics to minimize any damage to turf, floating cutting units for less scalping and better ability to follow golf green contours, dual precision adjustment reels to allow faster adjustments for blade to bedknife.

Rotary Products: In addition to using the Spindles described above, Toro utilizes welded decks versus stamped decks for added strength. We use hydraulic traction systems for better traction on hills and slippery conditions.

Innovation: Toro engineered a 'Quick Attach' system to enable the users to change attachments on our new vehicles and sand grooming equipment in seconds. This innovation is now used on our new Groundsmaster 7200 mower to enable the interchangeability between types of equipment. We also developed a Zero Turn mower that converts to a winter unit with cab our Quick Attach system to allow quick change of snow removal attachments from plow to blower to broom.

19. Describe any environmentally friendly features, options or technology available.

Toro is a leader in the development of Biodiesel equipment for our products. In 2008 all of our diesel products will be B20 compatible and all of our diesel products dating back to 2002 have retrofit kits to make them B20 compatible. If you have higher Biodiesel

requirements such as B100 we will work with you on a one on one basis to bring the products up to this level. In addition we have our Electric Utility Vehicle that is very popular with Park and Recreation as well as K – 12 markets for its power, load capacity and quiet running.

Toro is also working on a joint project with the New York State Energy Research and Development Authority (NYSERDA) to develop hydrogen powered utility vehicles. We currently have 3 of these vehicles operating in Niagara Falls State Park in Niagara, NY. Toro is committed to developing new technologies in alternative fuel sources that improve the way customers care for their outdoor environments.

20. Describe how your firm will notify customers of new equipment and services.

See answer to question #10.

21. Describe what other products and/or services you offer that would be applicable to this contract.

MyTurf Fleet Maintenance Tracking System

MyTurf is a web based system designed to allow you to track the Cost of Operating your fleet of turf equipment. It can be any manufacturer's product that you have. You load into the system your product information and then when you have a maintenance task against that product you can track costs. This is a great tool to make business decision as to whether to repair or replace a product. For your Toro products, the system gives you dynamic real time service bulletins, operator manuals parts catalogs, ordering availability and product schematics.

Financing:

Toro can offer a full range of financing solutions to enable you to purchase what you need now for the work that needs to be done today. From procurement to lease expiration, our team of experts guides you through the financing process to deliver the best solution for your particular requirements. Toro Financing is a collaborative effort between the Toro company, your local distributor and GE Capital Solutions. Together, we offer you a team of highly trained professionals with experience in public sector financing and the intricacies of turf management.

B. Price Proposal

1) Identify the objective verifiable pricing index to be used. This must be submitted with the proposal. Pricing Indexes for both Equipment and available Parts must be submitted.

See attached Toro MSRP

2. Provide pricing as requested on the Price Sheet attached herein. Offerors shall offer a fixed percentage discount from the index (or established discounted pricing) to provide pricing for all equipment offered.

A 21.8% discount off of Toro Commercial current year MSRP, This will be for all products purchased with a traction unit. For attachments, accessories sold without a traction unit, the pricing should be 20.5% off MSRP. See attached price list with MSRP

In addition to the discount off Toro Commercial list price. The Toro Commercial Division offers the following large package program: for purchases in excess of \$250,000 you will receive your choice of Toro Commercial Division goods up to the dollar amounts listed in the chart below. This will allow you to add attachments, Toro Protection Plus or even complete traction units.

<u>Total Toro Commercial dollars purchased</u>	<u>Free Goods Dollars</u>
\$250,000.00 to \$299,999.00	\$10,000.00
\$300,000.00 to \$349,999.00	\$12,000.00
\$350,000.00 to \$399,999.00	\$14,000.00
\$400,000.00 to \$449,999.00	\$16,000.00
\$450,000.00 to \$499,999.00	\$18,000.00
\$500,000.00 to \$549,999.00	\$20,000.00
\$550,000.00 to \$599,999.00	\$22,000.00
\$600,000.00 to \$649,999.00	\$24,000.00
\$650,000.00 to \$699,999.00	\$26,000.00
\$700,000.00 to \$749,000.00	\$28,000.00
\$750,000.00 to \$799,000.00	\$30,000.00
\$800,000.00 to \$849,000.00	\$32,000.00
\$850,000.00 to \$899,000.00	\$34,000.00
\$900,000.00 +	\$36,000.00

Requirements:

- 1) Free goods dollars are based on dollars purchased on a single purchase order.
- 2) Current City of Tucson contract pricing must be used.
- 3) May be applied only toward new Toro Commercial Division equipment.
- 4) Free goods dollars are base on Toro Commercial Division equipment purchases only.
- 5) Program pricing valid through City of Tucson contract date.
- 6) Quotes expire 30 days after quote date.

3. *Proposed pricing shall include delivery to Tucson and participating agencies. If there are additional surcharges for delivery to non-Tucson agencies located outside of the Tucson Metropolitan area, please provide information on how delivery charges will be calculated.*

A 2% set up and delivery for all agencies out side of City of Tucson will apply

4. State if pricing is most favorable offered to government agencies.

Yes, pricing is most favorable offered to government agencies.

5. Propose a plan to adjust pricing as market conditions change.

The proposed pricing is based on a discount off of Toro's MSRP. This MSRP changes every November 1st. The price discount reflects the current MSRP list.

6. Provide information on any ordering methods – such as electronic ordering or payment via P-Card – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

Orders can be faxed or E mailed. Some Purchasing cards can be used. All pricing is at users net.

7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 0 %, if payment is made within 30 days.
8. a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online?

Credit cards are accepted Payments may not be made on line at this time

- b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) \$ 0

C. Qualifications and Experience

1. Provide a general overview of your company, including statement of finances, number of years in business, corporate headquarter location, type of business, and where you do business.

The Toro Company (NYSE:TTC) is a leading worldwide provider of outdoor maintenance equipment and precision irrigation systems. Since 1914, a powerful combination of turf expertise and product innovation has helped our customers care for golf courses, sports fields, residential lawns, public grounds and agricultural fields. The company is headquartered in Bloomington, Minnesota, with manufacturing, engineering, sales and test facilities around the world.

Attached is our 2006 annual report.

2. Provide the total number and location of sales persons employed by your firm.

The Toro Company employ's 14 Regional and District Sales Managers that call directly on customers and distributors. These resources are located in Minnesota, Indiana, Connecticut, North Carolina, Florida, and California.

Most customer activity will be directly with our distributors' sales force of approximately 200 sales representatives. The resources are located in every state except Alaska.

- 3. Summarize your experience in providing equipment and services similar to that outlined in the Scope of Work. Provide a minimum of three references for whom you have provided similar equipment and services. Please include name, address, phone, email, and a contact person.*

Simpson Norton has been servicing our customer since 1957

Our sales staff is SCPS certified by SMEI

Mobile technician

Sports field and city grounds sales staff

Flexible financing options

Operator training from experienced professionals

96% + fill rate on fast moving parts

City Of Phoenix
Chuck Garvey
251 W. Washington St.
Phoenix AZ 85003
602-262-8700

City Of Scottsdale
Rick Lagno
9191 E. San Salvador
Scottsdale AZ 85258
480-312-5574

Peoria Sports Complex
Chris Calcaterra
16101 E. 83 Ave
Peoria AZ 85382
623-773-8703

- 4. Provide a listing of key personnel who may be assigned to the City's Grounds Maintenance Equipment contract. Include their title within your organization and the description of the type of work they may perform.*

Pete Whitacre (District Sales Manager) will be The Toro Company's contact person for the national agreement. He will direct all marketing and sales efforts nationally and will interact with all of our distributors.

John Fox (SF&G Sales Manager for the Simpson Norton Corporation) will be the contact person for the City Of Tucson. Mike Mastromarino is the salesman in Tucson

- 5. List the number of certified technicians you have for warranty service.*

We require our Distributor technicians to study for and pass four OPEESA exams in the following areas.

4 Stroke Gasoline Engines

Compact Diesel Engines
Electrical Systems
Hydraulics and Drivelines

Once the technicians successfully pass those four exams, we present them with a Toro Systems Certification

There are currently 138 technicians who have received their Systems certification. This is about 48% of our total Distributor Technicians.

Certificate of Achievement

After a technician has received his Systems Certification, they are now eligible to attend product specific training sessions.

These training sessions are followed up by a proctored exam related to the product and materials covered during the training session.

By passing this exam with a score of 80% or higher, the technician is awarded a "Certificate of Achievement" in that product category.

We currently have 82 technicians hold their Systems Certification and at least 1 product specific Certificate of Achievement.

With several technicians holding multiple certificates.

- 6. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.*

Toro requires all of our internal sales organization to be SMEI Certified Professional Salesperson (SCPS) through Sales and Marketing Associates International (SMEI). SMEI's SCPS certification program is designed to ensure that those completing the program have successfully demonstrated knowledge and understanding of the core competencies of: Foundation Skills, Planning, Executing and Ethics. Recognized authorities in sales marketing were involved in prescribing these competencies, which were in turn approved and adopted by the SMEI Accreditation Board of Trustees.

We highly encourage our distributor partners to also attain their SCPS certification and to date we have 180 certified sales people among our distributors. That equates to 90% of the field sales force.

In addition, Toro Commercial requires all internal sales resources to achieve the next level of certification which is the Certified Sales Executive (CSE).

- 7. Provide a statement of your annual sales for the past 2 years.*

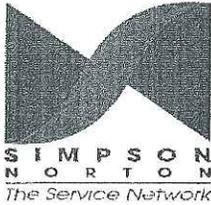
Sales for Fiscal 2005 were: \$1,779,387

Sales for Fiscal 2006 were: \$1,835,991

See attached annual report for more in-depth financial information.

8. Please submit any additional information that you feel is applicable to your qualifications and experience.

Toro is committed to the Government market nationally. We currently have a dedicated sales and marketing staff that develops programs and products for this market. Additionally, most of our distributors have sales representation that is dedicated just to this market. Our new Groundsmaster 7200 is a testament to our commitment to the market in that it was designed from the ground up specifically for the municipal market. It is a zero turn mower that gives you the manpower efficiency that you need and it has the flexibility to be able to groom your ball fields without the aid of a second traction unit and it converts to a winter unit to provide snow removal. As the national contract manager, Pete Whitacre has received his Government Contractor Certificate (GCC) from the National Institute of Governmental Purchasing.



Count on it.

Simpson Norton Corporation

History

- 1953 Arizona Toro established.
- 1957 William Norton acquires AZ Toro, The Norton Corporation is formed.
- 1974 Roy Simpson purchases The Norton Corporation and Simpson Norton Corporation is formed. Roy Simpson becomes President.
- 1975 Simpson Norton opens Las Vegas Branch.
- 1996 Simpson Norton purchases Southwest Turf (New Mexico) becomes part of the Simpson Norton Corporation.
- 2001 Roy Simpson retires and Simpson Norton becomes a wholly owned subsidiary of The Toro Company. Tom Knecht is named President.
- 2004 Tom Knecht and Steve McNeil purchase Simpson Norton from the Toro Company

MISSION STATEMENT

To provide the highest level of quality products and expertise to the turf care industry and to create a sustained partnership with our employees, suppliers and shareholders to achieve **TOTAL CUSTOMER SATISFACTION.**



Count on it.

Parts Commitment

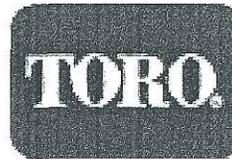
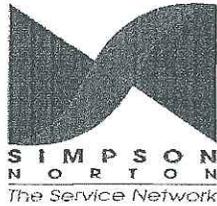
Using genuine Toro parts will help keep your equipment running in top shape.

Genuine Toro parts are production quality, original parts. Genuine Toro parts are produced on the same line, at the same time as the original parts on your machine. This helps insure proper fit.

Simpson Norton understands the importance of an adequate parts supply. Through our professional buyers, we make every effort to stock the parts you need, when you need them, at the best possible price. Our warehouse stocks over \$1,500,000 in parts from all our commercial products, with a fill rate of 98% on Performance Parts so you can have the product when you need it.

We offer free ground shipping on all Toro Performance Parts orders \$400.00 and above to Arizona, Nevada, New Mexico

We provide parts (as well as service manuals) for each piece of Toro equipment. **NEW** is the **MASTER PARTS VIEWER** on the www.toro.com web site.



Count on it.

Toro Two-Year Warranty

Building the best machines in the industry allows us to back them with the best warranty in the industry. Toro was the first manufacturer to offer a comprehensive two-year/1500 hour warranty. Compare the Toro Commercial Product Two-Year Limited Warranty with any other warranty on the market and you'll see the difference.

What does the Toro Two Year Warranty cover?

Simply stated, the entire product is warranted to be free from defects in materials or workmanship for the entire warranty period. The only exceptions are maintenance parts, which are covered until the time of their scheduled replacement.

What are owners' responsibilities?

The owner is responsible for required maintenance and adjustments stated in the Owner's Manual.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
PAPÉ MACHINERY
Eugene, Oregon

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Papé Machinery**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 355 Goodpasture Island Road, Suite 300, Eugene, Oregon 97401.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into an **Earth Moving & Construction Equipment** Contract to become effective as of October 1, 2011, and to continue through May 31, 2013 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Earth Moving & Construction Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Earth Moving & Construction Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **EM06-11a**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **EM06-11a**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. **EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.**

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'S failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**

Area Council, Houston, Texas:

Jack Steele, Executive Director

Attest for **Houston-Galveston**

Area Council, Houston, Texas:

Deidre Vick, Director of Public Services

Date: _____, 20__

Signed for **Papé Machinery**

Eugene, Oregon: _____

Printed Name & Title: _____

Date: _____, 20__

Attest for **Papé Machinery**

Eugene, Oregon: _____

Printed Name & Title: _____

Date: _____, 20__

Attachment A
Papé Machinery
Earth Moving & Construction Equipment
Contract No. EM06-11a

H-GAC Product Code	Item Description	Offered Price
16A	John Deere Crawler Excavator Pricing Catalog - January 28, 2011	9.9 to 20.21%
16A-1	Model 75D	13.61%
16A-2	Model 85D	13.93%
16A-3	Model 120D LC	16.17%
16A-4	Model 135D	16.12%
16A-5	Model 160D LC	17.77%
16A-6	Model 200D LC	20.21%
16A-7	Model 225D LC	20.06%
16A-8	Model 240D LC	18.79%
16A-9	Model 250G LC	10.57%
16A-10	Model 270D LC	12.76%
16A-11	Model 290G LC	9.90%
16A-12	Model 350D LC	15.52%
16A-13	Model 350G LC	9.92%
16A-14	Model 450D LC	16.05%
16A-15	Model 650D LC	13.15%
16A-16	Model 850D LC	10.64%
16B	John Deere Wheeled Excavator Pricing Catalog - January 28, 2011	30.87. to 31.14%
16B-1	Model 190-D W	30.87%
16B-2	Model 220D W	31.14%
16C	John Deere Crawler-Dozer Pricing Catalog - January 28, 2011	7.68 to 14.09%
16C-1	Model 450J	9.22%
16C-2	Model 550J	9.07%
16C-3	Model 650J	11.34%
16C-4	Model 700J	12.30%
16C-5	Model 750J	12.81%
16C-6	Model 850J	14.09%
16C-7	Model 850K	11.35%
16C-8	Model 950J	7.68%
16C-8	Model 1050J	11.33%
16C-9	Model 764 High Speed Dozer	8.16%
16D	John Deere Motor Grader Pricing Catalog - January 28, 2011	24.37 to 28.55%
16D-1	Model 670G	24.37%
16D-2	Model 770G	26.39%
16D-3	Model 870G	27.88%
16D-4	Model 672G	25.08%
16D-4	Model 772G	26.71%
16D-5	Model 872G	28.55%
16E	John Deere Wheeled Loader Pricing Catalog - January 28, 2011	15.36 to 25.30%

16E-1	Model 210LJ	15.66%
16E-2	Model 304J	15.36%
16E-3	Model 344J	17.28%
16E-4	Model 444K	19.84%
16E-5	Model 524K	25.30%
16E-6	Model 544K	24.80%
16E-7	Model 624K	28.49%
16E-8	Model 644K	22.48%
16E-9	Model 724K	26.36%
16E-10	Model 744K	18.78%
16E-11	Model 824K	22.99%
16E-12	Model 844K	23.75%
16F	John Deere Backhoe-Loader Pricing Catalog - January 28, 2011	20.4 to 28.07%
16F-1	Model 310J	26.23%
16F-2	Model 310SJ	26.77%
16F-3	Model 310SJ TMC	28.07%
16F-4	Model 410J	25.39%
16F-5	Model 410J TCM	26.24%
16F-6	Model 710J	23.04%
16F-7	Model 315SJ-Side Shift	20.40%
16G	John Deere Crawler Loader Pricing Catalog - January 28, 2011	5.67 to 20.12%
16G-1	Model 605C	19.34%
16G-2	Model 655C	20.12%
16G-3	Model 755D	19.34%
16G-4	Model 755K	5.67%
16H	John Deere Articulated Dump Truck Pricing Catalog - January 28,2011	9.05 to 9.92%
16H-1	Model 250D II	9.34%
16H-2	Model 300D II	9.44%
16H-3	Model 300D Water Wagon II	9.05%
16H-4	Model 350D II	9.74%
16H-5	Model 400D II	9.92%

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
Scranton Manufacturing, Inc.
Scranton, Iowa

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Scranton Manufacturing, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 101 State Street, Scranton, Iowa 51462.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Refuse Handling Equipment Contract** to become effective as of **August 1, 2012**, and to continue through **July 31, 2014** (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Refuse Handling Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Refuse Handling Equipment** through the **H-GAC Contract** to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:RH08-12, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:RH08-12, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC Contract**. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC contract**. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

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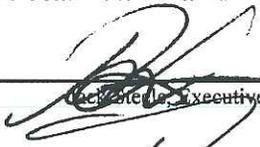
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IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Executive Director

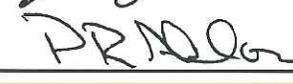
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deldre Vick, Director of Public Services

Date: July 17, 2012

Signed for Scranton Manufacturing, Inc.
Scranton, IA:

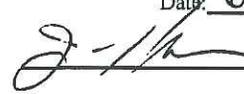


Printed Name & Title:

Phillip Allen, VP SALES

Date: 6/28, 2012

Attest for Scranton Manufacturing, Inc.
Scranton, IA:



Printed Name & Title:

JIM OBER, VP OPERATIONS

Date: 6/28, 2012

Attachment-A

Scranton Manufacturing, Inc.
 Contract No. RH08-12
 "Refuse Handling Equipment"

Applicable contract items are the Base Unit (Form-D) listings in the table below, priced per H-GAC's "RH08-12" specification requirements, as well as priced options (Form-E, etc) included in Offeror's submittal.

HGAC PRODUCT CODE	MANUFACTURER & MODEL	BASE UNIT PRICE
Front-Loading Bodies		
AG01	New Way: Mammoth Series 34: 34-Yd Heavy Duty Front Loader	\$74,176.00
AG02	New Way: Mammoth Series 40: 40-Yd Heavy Duty Front Loader	\$75,279.00
AG03	New Way: Western Series 34FL: 34-Yd Light Body, High Compaction Front Loader	\$71,333.00
AG04	New Way: Western Series 37FL: 37-Yd Light Body, High Compaction Front Loader	\$71,900.00
AG05	New Way: Western Series 40FL: 40-Yd Light Body, High Compaction Front Loader	\$72,400.00
AG06	New Way: Western Series 43FL: 43-Yd Light Body, High Compaction Front Loader	\$72,733.00
Rear-Loading Bodies		
BG01	New Way: Diamondback Series 6RL: 6-Yd Compact Rear Loader	\$31,829.00
BG02	New Way: Diamondback Series 6HC RL: 6-Yd, Compact Rear Loader, High Compaction	\$33,788.00
BG03	New Way: Diamondback Series 8RL: 8-Yd, Compact Rear Loader	\$32,600.00
BG04	New Way: Diamondback Series 8HC RL: 8-Yd, Compact Rear Loader, High Compaction	\$34,667.00
BG05	New Way: Cobra Series 9RL: 9-Yd, Mid Compaction Rear Loader	\$39,060.00
BG06	New Way: Cobra Series 11RL: 11-Yd, Mid Compaction Rear Loader	\$40,869.00
BG07	New Way: Cobra Series 13RL: 13-Yd, Mid Compaction Rear Loader	\$42,073.00
BG08	New Way: Cobra Series 16RL: 16-Yd, Mid Compaction Rear Loader	\$42,818.00
BG09	New Way: Cobra Series 18RL: 18-Yd, Mid Compaction Rear Loader	\$43,464.00
BG10	New Way: Cobra Series 20RL: 20-Yd, Mid Compaction Rear Loader	\$44,319.00
BG11	New Way: Cobra Series 25RL: 25-Yd, Mid Compaction Rear Loader	\$46,776.00
BG14	New Way: Cobra Magnum Series: 20RL, High Compaction Rear Loader	\$54,121.00
BG15	New Way: Cobra Magnum Series: 25RL, High Compaction Rear Loader	\$55,141.00
BG16	New Way: Cobra Magnum Series: 27RL, High Compaction Rear Loader	\$56,156.00
BG17	New Way: Cobra Magnum Series: 32RL, High Compaction Rear Loader	\$57,409.00
BG18	New Way: King Cobra Series: 20RL, Ultra High Compaction Rear Loader	\$57,170.00
BG19	New Way: King Cobra Series: 27RL, Ultra High Compaction Rear Loader	\$59,128.00
BG21	New Way: Viper Series 11RL: 11-Yd, Mid Compaction, Lightweight Rear Loader	\$38,500.00
BG22	New Way: Viper Series 13RL: 13-Yd, Mid Compaction, Lightweight Rear Loader	\$39,521.00
BG23	New Way: Viper Series 16RL: 16-Yd, Mid Compaction, Lightweight Rear Loader	\$41,466.00
BG24	New Way: Viper Series 18RL: 18-Yd, Mid Compaction, Lightweight Rear Loader	\$41,784.00
BG25	New Way: Viper Series 20RL: 20-Yd, Mid Compaction, Lightweight Rear Loader	\$42,773.00
BG26	New Way: Viper Series 25RL: 25-Yd, Mid Compaction, Lightweight Rear Loader	\$45,581.00
BG27	New Way: King Cobra Series 25RL: 25-Yd, Ultra High Compaction Rear Loader	\$58,182.00
BG28	New Way: King Cobra Series 32RL: 32-Yd, Ultra High Compaction Rear Loader	\$60,425.00
Side-Loading Bodies		
CJ01	New Way: Mamba HB600, 6-Yd High Compaction Side Loader, Fixed Body Configuration	\$34,332.00
CJ02	New Way: Mamba HB600, 6-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	\$35,574.00
CJ03	New Way: Mamba HB800, 8-Yd High Compaction Side Loader, Fixed Body	\$34,803.00

CJ04	New Way: Mamba HB800, 8-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	\$35,941.00
CJ05	New Way: Mamba HB1000, 10-Yd High Compaction Side Loader, Fixed Body Configuration	\$35,655.00
CJ06	New Way: Mamba HB1000, 10-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	\$37,305.00
CJ07	New Way: Sidewinder, 18-Yd High Compaction Automated Side Loader	\$93,627.00
CJ08	New Way: Sidewinder XTR, 20-Yd High Compaction Automated Side Loader	\$94,412.00
CJ09	New Way: Sidewinder XTR, 23-Yd High Compaction Automated Side Loader	\$94,675.00
CJ10	New Way: Sidewinder XTR 25-Yd High Compaction Automated Side Loader	\$95,310.00
CJ11	New Way: Sidewinder XTR 27-Yd High Compaction Automated side Loader	\$98,015.00
CJ12	New Way: Sidewinder XTR 29-Yd High Compaction Automated Side Loader	\$98,942.00
CJ13	New Way: Sidewinder XTR 31-Yd High Compaction Automated Side Loader	\$99,850.00
CJ14	New Way: Sidewinder XTR 33 -Yd High Compaction Automated Side Loader	\$100,757.00