

Meeting Date: 4/14/2016

Report Type: Consent

Report ID: 2016-00357

Title: Cooperative Purchase Agreement: Backhoe Loaders

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of the Houston-Galveston Area Council (HGAC) cooperative purchase agreement with Pape Machinery, Inc. (Contract No. EM06-15) for the purchase of two replacement backhoe loaders in an amount not to exceed \$226,836; and 2) authorizing the City Manager or the City Manager's designee to execute the purchase specified above.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Fleet Management

Dept ID: 15003211

Attachments:

1-Description/Analysis

2-Cooperative Agreement

City Attorney Review

Approved as to Form

Gary Lindsey

4/5/2016 11:16:35 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 3/22/2016 2:21:39 PM

Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has a customer request to purchase two replacement backhoe loaders for the Department of Utilities (DOU), Operations and Maintenance Division.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 regarding the purchase of supplies.

Economic Impacts: Not applicable

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of equipment and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: The recommended purchase is consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: After reviewing the available purchase options, Fleet Management has determined that using the cooperative purchase agreement with HGAC and Pape Machinery, Inc. represents the most advantageous purchasing strategy. The contract was competitively bid, and HGAC receives greater discounts from the manufacturer due to a higher purchase volume than the City would receive if issuing its own bid.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating 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 purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments 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.

Financial Considerations: The recommended purchase of two replacement backhoe loaders in an amount not to exceed \$226,836 will be made from the DPW FY2015/16 operating budget (Fleet Fund, Fund 6501) and charged to DOU's multi-year operating projects (MYOP) for replacement vehicles and equipment. Sufficient funds are available in each of these budgets to make the recommended purchase. Details of the purchase and funding are provided in the following table.

Customer	Model No.	MYOP	Fund Name	Fund No.	Replacement Unit	Unit Cost
Wastewater Maintenance	310SL	I06013141	Wastewater	6006	9892	\$104,985
Storm Drainage	310SL HL	I06013143	Storm Drainage	6011	9509	\$121,851
						\$226,836

Local Business Enterprise (LBE): Pape Machinery is not an LBE. The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
PAPE' MACHINERY, INC.
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, **Pape' Machinery, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 355 Goodpasture Island Road, number 300, Eugene, Oregon 97401.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Earth Moving & Construction Equipment** Contract to become effective as of June 1, 2015, and to continue through May 31, 2017 (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:EM06-15, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:EM06-15, 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, 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 AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

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:



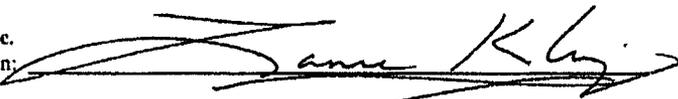
Jack Steele, Executive Director

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



Deidre Vick, Director of Public Services
Date: 4/29, 2015

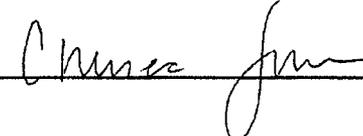
Signed for Pape' Machinery, Inc.
Eugene, Oregon:



Printed Name & Title: Lance Kling Inventory/Procurement Manager

Date: April 23rd, 2015

Attest for Pape' Machinery, Inc.
Eugene, Oregon:



Printed Name & Title: Chelsea Jones Corporate Sales Coordinator

Date: April 23rd, 2015

Attachment A
Pape' Machinery, Inc.
Earth Moving & Construction Equipment
Contract No. EM06-15

H-GAC Product Code	Item Description	Percentage Discount off Retail/List Price
23A	Deere Wheeled Excavator Pricing Catalog Price Sheet Effective 2/12/2015	28%
23B	Deere (Small) Crawler Excavator Pricing Catalog Price Sheet Effective 2/12/2015	13%
23C	Deere (Medium) Crawler Excavator Pricing Catalog Price Sheet Effective 2/12/2015	20%
23D	Deere (Large) Crawler Excavator Pricing Catalog Price Sheet Effective 2/12/2015	13%
23E	Deere (Small) Crawler Dozers Pricing Catalog Price Sheet Effective 2/12/2015	8%
23F	Deere (Medium) Crawler Dozer Pricing Catalog Price Sheet Effective 2/12/2015	11%
23G	Deere (Large) Crawler Dozer Pricing Catalog Price Sheet Effective 2/12/2015	10%
23H	Deere High Speed Dozer Pricing Catalog Price Sheet Effective 2/12/2015	10%
23I	Deere Waste Handler Dozer Pricing Catalog Price Sheet Effective 2/12/2015	10%
23J	Deere Motor Graders Pricing Catalog Price Sheet Effective 2/12/2015	28%
23K	Deere (Small) Wheel Loaders Pricing Catalog Price Sheet Effective 2/12/2015	16%
23L	Deere (Medium) Wheel Loaders Pricing Catalog Price Sheet Effective 2/12/2015	26%
23M	Deere (Large) Wheel Loaders Pricing Catalog Price Sheet Effective 2/12/2015	19%
23N	Deere Waste Handler Wheel Loader Pricing Catalog Price Sheet Effective 2/12/2015	2%
23O	Deere Backhoe Loaders Pricing Catalog Price Sheet Effective 2/12/2015	25%
23P	Deere Track Loader Pricing Catalog Price Sheet Effective 2/12/2015	13%
23Q	Deere Articulated Dump Truck Pricing Catalog Price Sheet Effective 2/12/2015	8%
23R	Deere Landscape Loader Pricing Catalog Price Sheet Effective 2/12/2015	16%



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

EM06-15

Date Prepared:

3/10/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Sacramento (pg. 1)	Contractor:	Pape Machinery
Contact Person:	Ernesto Martinez	Prepared By:	Mike Pilat
Phone:	916-808-8465	Phone:	916-997-8626
Fax:	916-399-9263	Fax:	916-922-4532
Email:	emartinez@cityofsacramento.org	Email:	mpilat@papemachinery.com

Catalog / Price Sheet Name:	John Deere model 310SL-HL / Product Code: 230
General Description of Product:	Backhoe / Loader

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	0A80T - 310SL-HL base unit price	87093	87093
1	1065 - FT4 engine	9674	9674
1	2035 - enclosed cab with heat and A/C	9666	9666
1	5285 - pilot operated controls	1945	1945
1	6020 - extendable dipperstick	6105	6105
1	6230 - auxiliary rear hydraulics (one and two-way flow)	3897	3897
1	7080 - 3rd-function loader valve w/ single lever	2385	2385
1	7685 - multi-purpose loader bucket	5182	5182
1	8485 - 1250# front counterweight	1283	1283
1	8685 - dual batteries with disconnect and jump post	396	396
1	9110 - ride control	1451	1451
1	driveshaft guard	312	312
Total From Other Sheets, If Any:			637
Subtotal A:			130026

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Wain Roy manual bucket coupler	943	943
1	Wain Roy 36" backhoe bucket	1210	1210
1	Wain Roy 40" ditching bucket	1410	1410
1	Amulet hydraulic thumb	4145	4145
1	inbound factory freight and delivery		3235
Total From Other Sheets, If Any:			1645
Subtotal B:			12588

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A)	For this transaction the percentage is:	10%
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C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

8.5% Sales Tax on delivered price of \$ 112,305.00	9545.93
dealer prep (PDI)	885
less market share incentive discount	-31194
Subtotal C:	-20763.07

Delivery Date:	D. Total Purchase Price (A+B+C):	121850.93
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Mr. Ernesto Martinez
 City of Sacramento
 5730 24th Street #1
 Sacramento, CA 95822
 Revised: 3-10-16

Dear Ernie,

Following our recent discussions regarding pricing on a new John Deere model 310SL-HL backhoe/loader, and per the latest revision to your specifications, I am pleased to offer the following revised HGAC price information on this model for your review and consideration. This revision includes the addition of 8.5% Sales Tax.

The following pricing is based on current HGAC contract # EM06-15

0A80T	310SL HL BACKHOE LOADER (City of Sacramento unit # 9509)
1065	John Deere PowerTech Plus 4.5L Engine Meets Final Tier 4 Emissions.
1700	JDLINK Machine Monitoring System (3 years data subscription fees paid)
2401	English Decals with English Operator and Safety Manuals
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Powershift Transmission
2035	Enclosed Cab with heat and A/C
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post
6020	Extendible Dipperstick
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)
5285	Pilot Controls, Two Lever, with Pattern Selection
7080	Three-Function Loader Hydraulics, Single Lever
8485	1250 Lb. (567 kg) Front Counterweight
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front
7685	1.32 Cu. Yd. (1.0 Cu. M.), 92 in. Wide Multipurpose Bucket
9505	Full MFWD Driveshaft Guard
9110	Ride Control
9917	AM/FM Radio
310SLHL	36" Dig Bkt, WRXLS-WAINROY
310SLHL	40" Ditching Bkt with smooth edge, WRXLS-WAINROY
310SLHL	Quick Coupler, WainRoy XLS
310SLHL	Loader fork hooks welded to loader bucket
310SLHL	Amulet hydraulic thumb
310SLHL	Beacon

**Total Sale Price, including inbound freight and Dealer Prep;
 Plus 8.50% Sales Tax;**

**\$ 112,305.00
 \$ 9,545.93**

Total delivered price with Sales Tax;

\$ 121,850.93

Prices are current but subject to escalation and do not include any applicable taxes or fees. This price quotation is firm for 60 days.

Ernie, thank you for the opportunity to quote John Deere backhoe/loaders. Please do not hesitate to contact us should you have any questions or need any additional info.

Sincerely,

Mike Pilat

Mike Pilat – Territory Mgr., Corporate Accounts
Pape Machinery
2850 El Centro Rd.
Sacramento, CA 95833 (916) 997-8626

www.papemachinery.com



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: EM06-15

Date Prepared: 3/10/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Sacramento (pg. 1)	Contractor:	Pape Machinery
Contact Person:	Ernesto Martinez	Prepared By:	Mike Pilat
Phone:	916-808-8465	Phone:	916-997-8626
Fax:	916-399-9263	Fax:	916-922-4532
Email:	emartinez@cityofsacramento.org	Email:	mpilat@papemachinery.com

Catalog / Price Sheet Name:	John Deere model 310SL / Product Code: 230
General Description of Product:	Backhoe / Loader

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	0A70T - 310SL base unit price	85788	85788
1	1065 - FT4 engine	7320	7320
1	5285 - pilot operated controls	1945	1945
1	6020 - extendable dipperstick	6105	6105
1	6230 - auxiliary rear hydraulics (one and two-way flow)	2697	2697
1	7080 - 3rd-function loader valve w/ single lever	2385	2385
1	7685 - multi-purpose loader bucket	5182	5182
1	8485 - 1250# front counterweight	1283	1283
1	8685 - dual batteries with disconnect and jump post	396	396
1	9110 - ride control	1451	1451
1	9117 - headliner	108	108
1	9118 - tilt steering wheel	409	409
Total From Other Sheets, If Any:			511
Subtotal A:			115580

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Wain Roy manual bucket coupler	943	943
1	Wain Roy 24" backhoe bucket	985	985
1	Beacon	705	705
1	inbound factory freight and delivery		3235
Total From Other Sheets, If Any:			
Subtotal B:			5868

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A)

For this transaction the percentage is:

5%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

8.5% Sales Tax on total delivered price of \$ 96,760.00	8224.6
dealer prep (PDI)	885
less market share incentive discount	-25573
Subtotal C:	-16463.4

Delivery Date:

D. Total Purchase Price (A+B+C):

104984.6



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: EM06-15

Date Prepared: 3/10/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Sacramento (pg 2)	Contractor:	Pape Machinery
Contact Person:	Ernesto Martinez	Prepared By:	Mike Pilat
Phone:	916-808-8465	Phone:	916-997-8626
Fax:	916-399-9263	Fax:	916-922-4532
Email:	emartinez@cityofsacramento.org	Email:	mpilat@papemachinery.com

Catalog / Price Sheet Name:	John Deere model 310SL / Product Code: 230
General Description of Product:	Backhoe / Loader

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	9140 - HD backhoe bucket cylinder	199	199
1	9505 - driveshaft guard	312	312
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			511

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A)

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:		0

Delivery Date:

D. Total Purchase Price (A+B+C):

511



Mr. Ernesto Martinez
 City of Sacramento
 5730 24th Street #1
 Sacramento, CA 95822
 Revised: 3-10-16

Dear Ernie,

Following our recent discussions regarding pricing on a new John Deere model 310SL backhoe/loader, and per the latest revision to your specifications, I am pleased to offer the following revised HGAC price information on this model for your review and consideration. This revision includes the addition of 8.5% sales tax.

The following pricing is based on current HGAC contract # EM06-15

0A70T	310SL Backhoe/Loader (City of Sacramento unit # 9892)
1065	John Deere PowerTech Plus 4.5L Engine Meets Final Tier 4 Emissions.
1700	JDLINK Machine Monitoring System (3 years data subscription fees paid)
2401	English Decals with English Operator and Safety Manuals
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Powershift Transmission
2015	Canopy (ROPS/FOPS)
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post
6020	Extendible Dipperstick
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)
5285	Pilot Controls, Two Lever, with Pattern Selection
7080	Three-Function Loader Hydraulics, Single Lever
8485	1250 Lb. (567 kg) Front Counterweight
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front
7685	1.32 Cu. Yd. (1.0 Cu. M.), 92 in. Wide Multipurpose Bucket
9505	Full MFWD Driveshaft Guard
9110	Ride Control
9117	Headliner - Canopy
9118	Tilt Steering - Canopy
9140	Heavy-Duty Backhoe Bucket Cylinder
310SL	24" Dig Bkt, WRXLS-WAINROY
310SL	Manual Quick Coupler, WainRoy XLS
310SL	Beacon

Total Sale Price, including inbound freight, delivery and Dealer Prep;	\$ 96,760.00
Plus 8.50% sales tax;	<u>\$ 8,224.60</u>

Total delivered price with Sales Tax;	\$ 104,984.60
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Prices are current but subject to escalation and do not include any applicable taxes or fees. This price quotation is firm for 60 days.

Ernie, thank you for the opportunity to quote John Deere backhoe/loaders. Please do not hesitate to contact us should you have any questions or need any additional info.

Sincerely,

Mike Pilat

Mike Pilat – Territory Mgr., Corporate Accounts
Pape Machinery
2850 El Centro Rd.
Sacramento, CA 95833 (916) 997-8626

www.papemachinery.com