

Attachment B – General Lawn/Golf/Turf Equipment Conditions
RFx: #3000021968 Contract Title: REBID: Toro BN Lawn/Golf/Turf-Statewide

GENERAL CONDITIONS FOR LAWN/GOLF/TURF EQUIPMENT (LIMITED)

Scope:

The purpose of this bid is to establish a non-exclusive contract to purchase Toro Brand Name lawn/golf/turf equipment, attachments, parts and accessories for the State of Louisiana agencies and/or political subdivisions. This contract is intended to cover the State's normal requirements for various lawn/golf/turf equipment, parts, attachments, and accessories not exceeding a value of \$49,999.00 cost per unit.

Only the equipment listed above and their parts, attachments, and accessories will be covered under this contract. This contract will not cover items commonly identified as industrial, agricultural (limited) equipment, or utility/ATV vehicles of any type.

Definitions:

(For the purpose of clarification) State agencies shall be defined as all departments, divisions, offices, universities, vocational technical schools, boards, commissions, etc. Political subdivisions are defined as all local and regional governmental and tax supported organizations which operate independently of the State, such as police juries, cities, towns, councils, hospitals, etc.

Design:

All lawn/golf/turf equipment shall not exceed \$49,999.00 net cost per unit and shall be new models that are in current production. All units shall be complete with all necessary operating components and accessories customarily furnished, together with such modifications as necessary to enable the equipment to function reliably and efficiently in sustained operation. The unit and all allied equipment shall be designed to permit ready accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean in excess of the usual quality or capacity that is normally supplied with the standard production item. Where standard equipment is ordered, items less than standard equipment will not be accepted.

Assignments:

No contract, or purchase order, or proceeds thereof may be assigned, sublet, or transferred without written consent of the Commissioner of Administration.

Price Lists:

The successful contractor shall furnish price lists, catalogs, and descriptive literature to any using agency upon request of the agency, in a timely manner, at no cost to the agency.

Price List Changes:

The price list bid shall remain firm and effective for the first three (3) months of the contract term. Price list changes will be considered during the remainder of the contract period and during any contract renewals.

Requests for price list changes must be submitted in writing by the Contractor to the Office of State Procurement and must be supported by sufficient documentation such as manufacturer's price increase, significant changes in the published market indicators for the industry, certified raw material cost data and/or any other substantiating information that may be requested by OSP. Upon receipt of the price escalation request, OSP reserves the right to accept the request, request additional information, negotiate the proposed increase, or reject the request outright. Any decision by the Office of State Procurement to grant or decline a request will be at the Office of State Procurement's sole discretion and the Office of State Procurement's decision shall be final.

Price list changes will not be effective until approval has been granted in writing by OSP. No retroactive adjustments to the price list will be allowed. Discount percentages bid will remain the same throughout the contract.

The Contractor shall immediately notify OSP of all manufacturer's price decreases and the State shall receive the full benefit of such decreases, effective the date in the manufacturer's announcement.

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Minimum Order:

The minimum order, qualifying for prepaid transportation, is one (1) unit (apparatus, attachment, or part) exceeding \$99.99.

Delivery:

All units shall be delivered fully serviced and ready for use and will be accepted in accordance with individual purchase orders. The vendor shall be required to make any necessary adjustments or install omitted equipment prior to acceptance of the unit(s). No facilities or personnel will be provided by the State to handle any make-ready adjustments, or equipment installations.

Parts Delivery:

It is expected that the delivery of replacement parts should not exceed three (3) working days A.R.O.

Transportation Charges:

All goods shall be delivered F.O.B. destination for all orders equal to, or greater than the minimum order, when shipped to a single destination. Transportation charges levied by the Contractor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the Contractor from the contract. In instances where Contractor makes partial shipments of an order to one destination which is equal to, or greater than the minimum order, all shipments of the order shall be sent F.O.B. destination with no additional transportation charges.

Warranty:

Unless specified elsewhere for special components, equipment procured under these specifications shall be fully warranted against defective materials or workmanship under the manufacturer's standard warranty. However, if additional warranty coverage on the whole or any components of the equipment, in the form of time and/or hours including any pro rata arrangements, is normally extended to commercial customers, the State shall receive corresponding warranty benefits. All equipment delivered shall meet or exceed the manufacturer's published specifications.

Extended warranties will only be included as part of this contract if a firm percent and/or price is listed in the manufacturer's published price list dated as indicated within.

The Contractor agrees to replace free of charge all defective parts delivered under this contract. All transportation charges covering the return and the replacement of defective parts shall be paid by the Contractor.

Materials:

Materials used shall be new and of a quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended service.

Manufacturer's standard colors will be acceptable.

Emission Controls:

All motorized lawn/golf/turf equipment shall comply with the regulations of the environmental protection agency governing control of air pollution from new lawn/golf/turf equipment engines in effect on the date of manufacture.

Cooling System:

Shall be manufacturer's standard equipment for the model(s) ordered. Cooling system design and capacity shall maintain the engine at optimum safe temperature under all operating conditions without any loss of coolant or overheating of the engine and components.

Pre-delivery servicing and adjustment:

The vendor shall not attach any vendor identification, advertising, or similar material to the equipment. The equipment shall be clean and free from defects when delivered. Prior to acceptance by the State, the vendor shall service and adjust the equipment for operational use, to include at a minimum, the following:

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1. Focusing of any lights.
2. Tuning of engine.
3. Adjustment of accessories.
4. Checking of electrical, braking, and suspension system.
5. Charging of battery(s).
6. Inflation of tires.
7. Complete lubrication of engine, chassis, and operating mechanisms, with recommended grades of lubricants for the ambient air temperature at the point of delivery.
8. Servicing of any cooling system with permanent type antifreeze and summer coolant for minus 20 degrees Fahrenheit protection.
9. Check all belts and blades for tightness.

Service & Repair:

The State of Louisiana shall expect the manufacturer to have adequate stocks of replacement parts available to service State purchased equipment and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State purchased equipment. The State further expects that warranty service and repairs as well as non-warranty service and repairs will be handled without prejudice by local dealers throughout the State of Louisiana.

Responsibility for Inspection:

Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with the requirements of the contract and the applicable detailed specifications. This action does not preclude subsequent inspections and testing by the State of Louisiana to further determine conformance with the specification requirements of the quality of workmanship, material and construction techniques.