

CITY OF HIGH POINT

AGENDA ITEM



Title: Slope Mower

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments:

Meeting Date: August 19, 2019

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Streets Division of Public Services has a slope mower in need of replacement based on age and overall condition. Using the Sourcewell Procurement contract # 052417-AGI, a new Kubota M5-111HDC12 tractor with Terrain King mower is being recommended for council approval.

BACKGROUND:

The Streets Division has a 2009 John Deere 6230 with an Alamo mower in need of replacement based on age and overall condition. Maintenance costs have steadily increased and as a result, we believe this tractor and mower have reached the end of their useful life. Kubota M5-111HDC12 tractor with Terrain King mower is similar to the other ones they are currently using and will meet their needs. The price of \$99,580.45 is for the tractor with mower, training, and delivery. Estimated delivery is 60-120 days.

BUDGET IMPACT:

Funds are available in the 2019-20 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one Kubota M5-111HDC12 tractor with Terrain King mower from Sink Farm Equipment. Recommendation also includes declaring the old tractor with mower as surplus and disposing through the online auction process.



Sourcewell Sales Order & Quote Form Information Page (Customer)

ALL 3 PAGES OF THIS FORM MUST BE SIGNED, DATED AND SUBMITTED FOR EACH ORDER OR QUOTE

Bill To Information		
Name: City of High Point		
Address: 3524 Triangle Lake Rd.		
City: High Point	State: North Carolina	Zip: 27261
Contact Name: Gary Smith		
Contact Number: 336.883.6699		
Contact Email: gary.smith@highpointnc.gov		
Ship To Information		
Name: Sink Farm Equipment		
Address: 1840 US Hwy 64 West		
City: Lexington	State: North Carolina	Zip: 27295
Contact Name: Alan Davis		
Contact Number: C: 336.309.1748		
Contact Email: alandavis@sinkfarmequipment.com		
Enduser Information		
Agency: City of High Point	Contact Name: Gary Smith	
Address: 3524 Triangle Lake Rd.		
City: High Point	State: North Carolina	Zip: 27261
Phone: 336.883.6699		
Email: gary.smith@highpointnc.gov		
Confirmation Email Addresses		
Dealer E-Mails for Order Confirmations: alandavis@sinkfarmequipment.com		
Dealer Emails for Advance Shipment Notices (if different from above):		
Dealer Emails for Invoices (if different from above):		
Dealer Emails for Warranty Registrations (if different from above):		
Order Type		
<input checked="" type="checkbox"/> Sourcewell #052417-AGI Member#		

Dealer Initials _____ Date _____

TERMS & CONDITIONS

Securwell

ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED. This Sales Order and Quote Form ("Quote") constitutes an offer by Terrain King ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions. Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires ninety (90) calendar days from the date issued unless sooner terminated by notice.

DELIVERY. Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

TAXES AND OTHER CHARGES. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate of other document acceptable to the authority imposing the same.

WARRANTIES. Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship. Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

LIMITATION OF LIABILITY. SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

ASSIGNMENT. Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

LAW. This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas.

Dealer Initials _____ Date _____



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **August 19, 2019**

BID NO.: **Sourcewell** CONTRACT NO.: **052417-AGI** DATE OPENED:

DESCRIPTION:

Kubota M5-11HDC12 Tractor with Terrain King mower

PURPOSE:

The Streets Division has a 2009 John Deere 6230 with a Alamo mower in need of replacement based on age and overall condition. Maintenance costs have steadily increased and as a result, we believe this tractor and mower have reached the end of their useful life.

COMMENTS:

The price of \$99,580.45 is for the tractor with mower, training, and delivery. Estimated delivery is 60-120 days.

RECOMMEND AWARD TO: **Sink Farm Equipment** AMOUNT: **\$ 99,580.45**

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the NC State contract. The new Ford F550 with enclosed body will allow for much better storage and organization of equipment.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$ 99,580.45
TOTAL BUDGETED AMOUNT				\$ 99,580.45

DEPARTMENT HEAD: **Gary L. Smith** Digitally signed by Gary L. Smith
DN: cn=Gary L. Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US
Date: 2019.08.08 13:45:23 -04'00' DATE: **August 8, 2019**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services** and recommends award to the lowest responsible, responsive bidder **Sink Farm Equip.** in the amount of \$ **99,580.45**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
Date: 2019.08.08 14:31:06 -04'00' DATE: **August 8, 2019**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2019.08.08 14:41:07 -04'00' DATE: **August 8, 2019**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
Date: 2019.08.09 12:50:51 -04'00' DATE: **August 9, 2019**