

GENERAL CONDITIONS FOR AGRICULTURE EQUIPMENT

DESIGN: ALL AGRICULTURE EQUIPMENT NOT EXCEEDING \$100,000.00 NET COST PER UNIT, AS DEFINED UNDER "SPECIAL CONDITIONS" 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.

NOTICE: THIS CONTRACT CONTAINS SEVERAL PROVISIONS THAT HAVE NOT BEEN INCLUDED IN ANY PREVIOUS EQUIPMENT TYPE CONTRACT. BIDDERS ARE CAUTIONED TO READ ALL SECTIONS OF THIS INVITATION FOR BID CAREFULLY.

EMISSION CONTROLS: ALL MOTORIZED AGRICULTURE EQUIPMENT SHALL COMPLY WITH THE REGULATIONS OF THE ENVIRONMENTAL PROTECTION AGENCY GOVERNING CONTROL OF AIR POLLUTION FROM NEW INDUSTRIAL 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.

INVOICES/PAYMENTS: INVOICE DATES SHALL COINCIDE WITH THE DATE OF DELIVERY OF THE EQUIPMENT. TERMS ARE NET 30 DAYS AND WILL NOT COMMENCE UNTIL THE DIVISION OF ADMINISTRATION/USER AGENCY ACCEPTS THE EQUIPMENT AS FULLY COMPLYING WITH PURCHASE/RELEASE ORDERS. VENDOR WILL BE REQUIRED TO ISSUE AFFIDAVITS CORRECTING INVOICE DATES TO COINCIDE WITH THE RE-DELIVERY DATE OF REJECTED EQUIPMENT. POLITICAL SUBDIVISIONS WILL SEND THEIR PURCHASE ORDERS DIRECTLY TO THE VENDOR. STATE PURCHASING WILL NOT ISSUE THE PURCHASE ORDERS FOR POLITICAL SUBDIVISIONS. EQUIPMENT ORDERED BY POLITICAL SUBDIVISIONS FROM THIS CONTRACT SHOULD BE PAID FOR AT TIME OF DELIVERY AND ACCEPTANCE BY A REPRESENTATIVE OF THE AGENCY THAT ISSUED THE PURCHASE ORDER.

TAXES: IN ACCORDANCE WITH ACT NO. 1029 OF THE 1991 LOUISIANA REGULAR LEGISLATIVE SESSION, STATE AGENCIES, BOARDS, AND COMMISSIONS ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES EFFECTIVE SEPTEMBER 1, 1991. ALL AD VALOREM TAXES SHALL BE THE RESPONSIBILITY OF THE VENDOR. NO AD VALOREM TAXES MAY BE CHARGED ON OPTIONAL EQUIPMENT TO BE ADDED TO THE BASE INDUSTRIAL APPARATUS AT A LATER DATE.

ASSIGNMENTS: NO CONTRACT, OR PURCHASE ORDER, OR PROCEEDS THEREOF MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT WRITTEN CONSENT OF THE COMMISSIONER OF ADMINISTRATION.

DELIVERY: BIDDERS ARE CAUTIONED THAT EXCESSIVE DELIVERY SCHEDULES AS DETERMINED BY THIS DIVISION, MAY BE CAUSE FOR NON AWARD. THE STATE EXPECTS THAT THE DELIVERY SCHEDULE OFFERED HEREIN TO BE FIRM AND FULLY EXPECTS COMPLIANCE WITH THE STATED DELIVERY SCHEDULE. FAILURE OF THE CONTRACTOR TO MEET STATED DELIVERY SCHEDULES MAY BE CAUSE FOR REMOVAL FROM THE CONTRACT.

PARTS DELIVERY: IT IS EXPECTED THAT THE DELIVERY OF REPLACEMENT PARTS SHOULD NOT EXCEED THREE (3) WORKING DAYS A.R.O.

PLEASE NOTE: VENDORS RESPONDING TO THIS REQUEST FOR BID MUST UNDERSTAND THAT THE UNITS ORDERED SHALL BE DELIVERED FOB AGENCY'S DOCK, TO THE AGENCY'S SPECIFIED LOCATION WITHIN THE STATE OF LOUISIANA. CONTRACT PRICES SHALL INCLUDE ALL PREPARATION AND TRANSPORTATION CHARGES. NO ADDITIONAL CHARGES WILL BE ALLOWED. BID PRICE SHALL REFLECT ANY, AND ALL, ANTICIPATED EXPENSES REQUIRED TO DELIVER UNIT(S)

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.

SPECIAL CONDITIONS

SCOPE: THE PURPOSE OF THIS BID PROPOSAL IS TO ESTABLISH A NON EXCLUSIVE CONTRACT TO PURCHASE AGRICULTURE EQUIPMENT, 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 AGRICULTURE EQUIPMENT, PARTS, AND ACCESSORIES NOT EXCEEDING A VALUE OF \$100,000.00 COST PER UNIT FOR EQUIPMENT LISTED BELOW:

BOOM CUTTERS
FLAIL MOWERS
PARTS

ONLY THE EQUIPMENT LISTED ABOVE AND THIER PARTS AND ACCESSORIES WILL BE COVERED UNDER THIS CONTRACT. THIS CONTRACT WILL NOT COVER ITEMS COMMONLY IDENTIFIED AS LAWN CARE/GOLF AND TURF, INDUSTRIAL (LIMITED) EQUIPMENT, UTILITY ATV VEHICLES OF ANY TYPE.

DEFINITIONS: FOR THE PURPOSE OF CLARIFICATION IN THIS BID PROPOSAL, STATE AGENCIES SHALL BE DEFINED AS ALL DEPARTMENTS, DIVISIONS, OFFICES, UNIVERSITIES, VO-TECH 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.

NON-EXCLUSIVE: THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

DURATION OF CONTRACT: THE STATE OF LOUISIANA INTENDS TO AWARD ALL LINES FOR AN INITIAL PERIOD, NOT TO EXCEED TWELVE (12) MONTHS. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME DISCOUNT, TERMS, AND CONDITIONS AS IN THE ORIGINAL BID. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.

CONTRACTUAL PERIOD: CONTRACT SHALL BE EFFECTIVE FOR A TWELVE MONTH PERIOD BEGINNING DATE OF AWARD. VENDOR SHALL DELIVER TO THE STATE ALL EQUIPMENT FOR ORDERS WHICH ARE PLACED THROUGH CONTRACT PERIOD.

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: ANY PRICE LIST CHANGES MUST BE APPROVED BY THE OFFICE OF STATE PURCHASING. PRICE LIST CHANGES WILL BE CONSIDERED ONCE IN EACH CONTRACT PERIOD BEGINNING IN INITIAL AWARD PERIOD. THE ORIGINAL PRICE LIST DISCOUNT AWARDED SHALL REMAIN CONSTANT THROUGHOUT THE DURATION OF THE CONTRACT AND RENEWALS. DEEPER DISCOUNTS WILL BE ACCEPTED.

SALES REPORTS: THE CONTRACTOR AGREES TO PROVIDE SALES REPORTS (EACH ANNIVERSARY) TO THE STATE IN THE EXECUTION AND MANAGEMENT OF THIS CONTRACT. THE REPORT MUST CONTAIN THE FOLLOWING: REPORTING TIME PERIOD, CONTRACT NUMBER, CONTRACTOR NAME, ITEM DESCRIPTION, QUANTITY OF EACH ITEM SOLD, THE DOLLAR VALUE OF THE ITEMS SOLD, AND THE NAME OF THE PURCHASING ENTITY. THE REPORT IS TO BE SORTED ALPHABETICALLY BY THE PURCHASING ENTITY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COLLECT SALES DATA FROM THEIR DEALERS/DISTRIBUTORS FOR THIS REPORT. REQUESTED REPORTS WILL BE DUE WITHIN

FIFTEEN (15) WORKING DAYS AFTER THE END OF THE REPORTING PERIOD. FAILURE OF THE CONTRACTOR TO COMPLY WITH THIS REQUIREMENT MAY SUBJECT THE CONTRACTOR TO REMOVAL FROM THE CONTRACT.

CONTRACT VALUE: SINCE THIS IS A NEWLY DEVELOPED CONTRACT, THE VALUE OF THIS CONTRACT IS UNKNOWN.

MINIMUM ORDER: THE MINIMUM ORDER, QUALIFYING FOR PREPAID TRANSPORTATION, IS ONE (1) UNIT (APPARATUS, ATTACHMENT, OR PART) EXCEEDING \$99.99.

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 COMPONENT, EQUIPMENT PROCURED UNDER THESE SPECIFICATIONS SHALL BE FULLY WARRANTED AGAINST DEFECTIVE MATERIALS OR WORKMANSHIP BY THE MANUFACTURER FOR A PERIOD OF NOT LESS THAN TWELVE (12) MONTHS OR 1500 HOURS OF USE (WHICHEVER COMES FIRST) FROM DATE OF DELIVERY AND ACCEPTANCE. 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. BIDDER SHOULD FURNISH THIS INFORMATION WITH THE BID PROPOSAL. 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 CURRENT PUBLISHED PRICE LIST.

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 THAT 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.

SERVICE AND 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 THIS AND THE APPLICABLE DETAILED SPECIFICATIONS. THIS ACTION DOES NOT PRECLUDE SUBSEQUENT INSPECTION AND TESTING BY THE STATE OF LOUISIANA TO FURTHER DETERMINE CONFORMANCE WITH THE SPECIFICATION REQUIREMENTS OF QUALITY STANDARDS OF WORKMANSHIP, MATERIAL AND CONSTRUCTION TECHNIQUES

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 AS A MINIMUM, THE FOLLOWING:

1. FOCUSING OF ANY LIGHTS.
2. TUNING OF ENGINE.
3. ADJUSTMENT OF ACCESSORIES.
4. CHECKING OF ELECTRICAL, BRAKING, AND SUSPENSION SYSTEMS.
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 ON MOWERS FOR CORRECT TIGHTNESS.