

South Portland City Council  
***Position Paper of the City Manager***

***Subject:***

**ORDER #4-16/17 – Award of bid to Turf Products, of Enfield, CT for the purchase of a Polar Trac System for the Parks Department. Passage requires majority vote.**

***Position:***

The FY 2017 Capital Improvement Program included \$63,000 for the purchase of a Groundsmaster 7200 Mower/Polar Trac 7210 for the Parks Department.

This equipment is a multipurpose unit that is a zero-turn mower and easily converts to a winter operations unit with heated cab, snowthrower, plow and broom attachments. Use of this equipment will significantly improve the efficiency of small area mowing operations as well as snow removal and ice grooming operations.

This purchase will be made through the National Association of State Procurement Officials (NASPO) Contract from Turf Products, of Enfield, CT in the amount of \$62,435.53

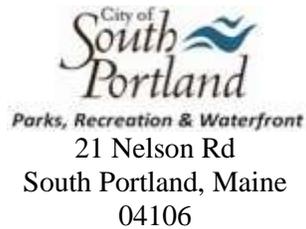
Sec. 2-167 of the City's Code of Ordinances allows the City to join with other units of government in cooperative purchasing plans when it is in the best interest of the City. In such cases, the purchase is exempt from the formal and informal bidding process.

Attached is a memorandum from Kevin Adams regarding this bid. He will be at Wednesday's meeting to answer any questions.

***Requested Action:***

Council passage of ORDER #4-16/17.

  
City Manager



## MEMORANDUM

**To:** Jim Gailey, City Manager

**From:** Kevin Adams, Director of Parks, Recreation, and Waterfront

**Date:** June 29, 2016

**Re:** Award of Bid for Purchase of a Groundskeeper 7200 Multipurpose Mower/Polar Trac 7210

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Per sec. 2-167 of the ordinance we are participating in a cooperative purchase agreement through WSCA-NASPO and are looking to Purchase a Groundskeeper 7200 Multipurpose Mower/Polar Trac 7210 from Turf Products of Enfield Conn.

**Sec. 2-167. Exemption from competitive bidding--Cooperative purchasing; used equipment auctions.**

- (1) The agent shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the city would be served thereby. The requirements of formal and informal bidding shall not apply to such cooperative arrangements.

**BACKGROUND:** The Parks, Recreation and Waterfront Department will replace/upgrade our John Deere 72 inch Outfront Mower #3 which has exceeded its useful life. We will be upgrading our mowing fleet with a multipurpose unit. This unit offers warm season use as a zero-turn mower and easily converts to a winter operations unit with heated cab, snow thrower, plow and broom attachments. The zero-turn mower will significantly improve the efficiency of our small area mowing operations. The winter package will be an equally significant improvement to our snow removal and ice grooming operations. Our quote was obtained from the regional Toro equipment dealer.

In May of 2016 the City Council approved the purchase of this equipment through 2017 CIP Fund Balance. The projected cost was \$63,000. The City of South Portland Parks Department would like to purchase a Groundskeeper 7210 with Polartrac System from Turf Products of Enfield Conn. per the WSCA-NASPO Contract #E194-1485 GROUND MAINTENANCE EQUIPMENT in the amount of \$62,435.53.

**Exemption from competitive bidding--Cooperative purchasing**

The attached NASPO Value Point contract is the result of a formal competitive solicitation conducted by trained, professional procurement officials of a lead state's central procurement office under direction of a lead state's State Procurement Official in accordance with that state's procurement statutes, regulations, and policies.

**PROPOSALS:** I have reviewed the proposal; it is complete and meets specifications. Turf Products of Enfield Conn has a noteworthy record of demonstrated experience on similar products and are well known. It has the capability, capacity and commitment, including the personnel and equipment, to provide a quality product.

**RECOMMENDATION:** I recommend award of bid to Turf Products of Enfield Conn., through the WSCA-NASPO Value Point Contract.

I will attend City Council meeting on July 6, 2016 to answer any questions.

Encl: (1.) Photos of Polartrac System  
(2.) Price Quote from Turf Products Corp  
(3.) Copy of NASPO Value Point Contract



Turf Products Corp  
 Expiration Date: 6/24/2016  
 Quote Name: city of south Portland  
 Quote ID: 2043717

**City of South Portland**

**May 25, 2016**

Qty	Model Number	Description	Unit Price	Extension
1	30695	GM7210 NO Deck (Tier 4 Final Compliant) (30695)	\$22,527.64	\$22,527.64
1	30481	72 in Side Discharge Deck	\$2,934.06	\$2,934.06
1	30374	Road Light Kit	\$648.59	\$648.59
1	30382	12V Power Port/Electrical Accessory Kit	\$123.24	\$123.24
1	30483	Jack Stand Kit	\$205.40	\$205.40
1	30675	GM7200 Polar Trac Kit for Toro Cab	\$7,297.23	\$7,297.23
1	30474	Cab - Polar Trac	\$8,455.37	\$8,455.37
1	900450	[Non-Toro Part]: Erskine 53" snowthrower	\$7,331.00	\$7,331.00
1	ctm	[Non-Toro Part]: broom 48X24	\$6,590.00	\$6,590.00
1	110-5670	[Non-Toro Part]: weight	\$460.00	\$460.00
1	APV	[Non-Toro Part]: V Plow Hydraulic	\$5,863.00	\$5,863.00

<b>TOTALS</b>	
Equipment Total	\$62,435.53
Toro Protection Plus	\$0.00
Trade Ins	\$0.00
Estimated Sales/Use Tax	\$0.00
<b>Total</b>	<b>\$62,435.53</b>

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**Ground Maintenance Equipment**  
**Administered by the Commonwealth of Virginia (hereinafter "Lead State")**  
**MASTER AGREEMENT**  
**Deere & Company**  
**VA Contract Number: E194-1483**  
**(hereinafter "Contractor")**  
**And**  
**State of Maine**  
**(hereinafter "Participating State/Entity")**

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1. Scope: This addendum covers the Ground Maintenance Equipment Contracts lead by the Commonwealth of Virginia for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
- Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

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- ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

4. [Purposely left blank].

5. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

**Lead State**

Name	Katherine Bosdell, CPPB, VCO, Division of Purchases and Supply
Address	1111 E. Broad Street Richmond, VA 23219
Telephone	804-786-2397
Fax	804-786-8413
E-mail	katherine.bosdell@dgs.virginia.gov

**Contractor**

Name	Becki Shadmani, Contract Administration, Government Sales
Address	2000 John Deere Run, Cary, NC 27513
Telephone	800-358-5010 ext 2055
Fax	309-749-2313
E-mail	GNSBids@JohnDeere.com

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Participating Entity

Name	Terry DeMerchant, Procurement Manager, Division of Purchases, State of Maine
Address	9 State House Station, Augusta Maine 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	Terry.L.DeMerchant@maine.gov

**6. Subcontractors:**

All [contractor] dealers authorized in the State of Maine, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7. Purchase Order Instructions:**

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # E194-1483" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers so they can arrange for proper ordering and installation of your unit.

Orders must be made out to the [CONTRACTOR].

**8. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: MA 18P 1404160000000000159 and the Lead State price agreement number: E194-1483.

**9. Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

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This Participating Addendum and the Master Agreement number E194-1483 (administered by the Commonwealth of Virginia) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity: State of Maine	Contractor: Deere & Company
By: State of Maine, Division of Purchases <i>Mark W. Lutte</i>	By: <i>Becki Shadmani</i>
Name: Mark Lutte	Name: Becki Shadmani
Title: Acting Director of the Division of Purchases	Title: Contract Administrator
Date: 4/28/14	Date: 5/1/14

[Additional signatures as required by Participating State]

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Appendix A  
**CATEGORY AND CATALOG DISCOUNT INSTRUCTIONS**  
**Contract: E194-1483 (JDC ONLY)**

Attachment A, B and C that follows the Master Agreement includes the only approved equipment by Category and line item specifications. Each Category listed includes a completely configured unit to meet the specifications listed in Attachment A. Each Category in Attachment B includes a complete unit on line item one, to match the specification in Attachment A. The End Users may reconfigure this line item basic unit and/or all other basic units listed in each Category to meet their specification. Attachment B includes the manufacturer's model number, list price, less the firm percentage of discount for the basic unit. The basic unit(s) may be configured using the attachment/implements options per the published price listed with the firm percentage of discounts to meet the needs of the End Users. The Manufacturers' current published price, less the percentage of discount, unit price and the current published price list effective date by Category and by line item are on Attachment B.

**TO USE THESE PRICE SHEETS PROCEED AS FOLLOWS:**

**ATTACHMENT A: APPROVED CONTRACT SPECIFICATIONS BY CATEGORY AND LINE ITEM FOR GROUND MAINTENANCE EQUIPMENT:**

- 1) Identify the Commodity Category. Search the individual Category per line item listed in Attachment A for your required specification. Each Category listed in Attachment A includes specification for the basic unit, and may include additional order codes (attachments/implements or options) that meet or exceed the minimum specification in Attachment A.
- 2) Contact the "preferred dealer" or Contractor to determine if the item(s) needed is covered under this Contract. If model number is not listed on Attachment A and B, it is not covered under this Contract. Only the basic units listed by Category with the manufacturer's model number(s) are covered under this Contract. Contractor percentage(s) of discount will not apply to equipment not covered under this Contract.

**ATTACHMENT B: Contract Pricing, Model Numbers, Delivery & Effective Published Price List by Category and Line Item for Ground Maintenance Equipment:**

- 1) After you have identified equipment specifications in Attachment A, proceed to Attachment B for pricing information. The items that are listed in Attachment B, Pricing Information are based on the manufacturer's published price list per category and line item, less a firm percentage discount.

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- 2) If the line items listed do not meet your required specification, the agency's End User must contact their "preferred local Deere & Company Dealer" to configure the listed basic unit with the additional attachment/implements to meet their desired specifications and to obtain a written quote. The written quotation must include the contract number, the manufacture's list price less the percentage of discount and the effective date of the price list.
- 3) Upon receipt of your written quotation from your "preferred dealer", and with the authorized approval at your agency, the agencies' End User should submit the purchase order.
- 4) Your "preferred local Deere & Company Dealer", which must be referenced on your order, will deliver and set-up your equipment F.O.B. Destination.

**ATTACHMENT C: Commonwealth of Virginia Deere and Company's Authorized Dealers ~~~**

- 1) Find Attachment C, which include all of Deere & Company's' authorized Dealers for the State of Maine. Any dealers that are not listed on Attachment C cannot offer a quotation on behalf of Deere & Company using the fixed firm percentage of discount under this Contract.
- 2) The Contractor's website and direct contact information is listed in Attachment B. Find a list of the Deere & Company's Dealers for the State of Maine in Attachment C.
- 3) End Users electing to use this "optional" use contract shall contract only with the Contractor or Dealer(s) listed herein, in order, to receive the firm percentage of discount offered through Deere and Company.



CITY OF SOUTH PORTLAND

THOMAS E. BLAKE  
Mayor

JAMES H. GAILEY  
City Manager

EMILY F. CARRINGTON  
City Clerk

SALLY J. DAGGETT  
Jensen Baird Gardner & Henry

**IN CITY COUNCIL**

**ORDER #4-16/17**

District One  
CLAUDE V. Z. MORGAN

District Two  
PATRICIA A. SMITH

District Three  
EBEN C. ROSE

District Four  
LINDA C. COHEN

District Five  
BRAD FOX

At Large  
MAXINE R. BEECHER

At Large  
THOMAS E. BLAKE

**ORDERED**, that award of cooperative bid be and hereby is made to Turf Products, of Enfield, CT, in the amount of sixty-two thousand four hundred thirty-five dollars and fifty-three cents (\$62,435.53) for the purchase of a Polar Trac System for the Parks and Recreation Department.

Said amount shall be charged to the 2017 CIP Groundsmaster/Polar Trac System Account #407765-656000-17777.

Fiscal Note: \$62,435.53

Dated: July 6, 2016