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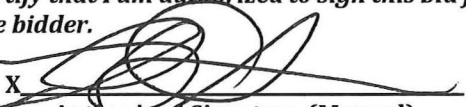
<p>DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p align="center">INVITATION TO BID</p> <p align="center">and</p> <p align="center">BIDDER ACKNOWLEDGMENT</p>
<p>Contact: Gelencia Carter, (772) 467-3748</p>	<p>Bid No: 2016-034</p>
<p>Pre-Bid Conference : N/A</p>	<p>Bid Title: DIXIE CHOPPER COMMERCIAL MOWERS</p>
<p>Pre-Bid Conference Location: N/A</p>	<p>Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 3:00PM, Thursday, September 15, 2016</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: Moridge Manufacturing, Inc. -----</p> <p>Mailing Address: P.O. Box 810 ----- Moundridge, KS 67107 ----- -----</p>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X  Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Moundridge, KS 67107</p>	<p>Typed or Printed Name: Justin Eicher</p>
<p>Type of Entity (Circle One): <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship</p>	<p>Title: Bid Coordinator</p>
<p>Incorporated in the State of: Kansas Year: 1958</p>	<p>Delivery in <u>30</u> days, ARO</p>
<p>Phone Number: 620-345-8621</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: 316-462-0593</p>	<p>FEIN or SS Number: 48-0649764</p>
<p>E-Mail Address: jeicher@grasshoppermower.com</p>	<p>Local Business: <input type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p align="center">THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.....1

1	GENERAL INFORMATION.....	1
2	DELAYS.....	1
3	EXECUTION OF BIDS.....	1
4	NO BID.....	1
5	BID OPENING.....	1
6	TAXES.....	1
7	DISCOUNTS.....	2
8	MISTAKES.....	2
9	INVOICING AND PAYMENT.....	2
10	DELIVERY.....	2
11	ADDITIONAL TERMS AND CONDITIONS.....	2
12	INTERPRETATION.....	2
13	ADDENDUM.....	3
14	DISPUTES.....	3
15	CONFLICT OF INTEREST.....	3
16	LEGAL REQUIREMENTS.....	3
17	DRUG FREE WORK PLACE.....	3
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRISE.....	3
19	PUBLIC ENTITY CRIMES.....	4
20	AWARD.....	4
21	EEO STATEMENT.....	4
22	CONTRACTUAL AGREEMENT.....	4
23	GOVERNMENTAL RESTRICTION.....	4
24	PATENTS AND ROYALTIES.....	4
25	ADVERTISING.....	4
26	ASSIGNMENT.....	4
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH.....	5
28	FACILITIES.....	5
29	REPRESENTATION.....	5
30	DISQUALIFICATION OF BIDDER.....	5
31	ADJUSTMENTS/CHANGES/DEVIATIONS.....	5
32	INSURANCE.....	5
33	PUBLIC RECORDS.....	5
34	BID PREPARATION COSTS.....	5
35	COOPERATIVE PURCHASING.....	5

SECTION II – SPECIAL TERMS AND CONDITIONS – LOCAL VENDOR PREFERENCE

.....	7
1	DEFINITION.....	7
2	CERTIFICATION.....	7
3	NON-LOCAL BUSINESS.....	7
4	COMPETITIVE BID (SECOND CHANCE OFFER.....	8
5	CONSTRUCTION PROJECTS.....	8
6	NOTICE.....	9
7	WAIVER OF APPLICATION OF LOCAL PREFERENCE.....	9
8	COMPARISON OF QUALIFICATIONS.....	9
9	RECIPROCITY.....	9

SECTION III – INSTRUCTIONS TO BIDDERS		10
1	PURPOSE	10
2	BID OPENING	10
3	INQUIRIES/QUESTIONS	10
4	BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE).....	10
5	W-9 TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION FORM.....	11
6	MINORITY PARTICIPATION PROGRAM	11
7	PURCHASE CARD PROGRAM	11
SECTION IV – STATEMENT OF WORK.....		12
1	SCOPE OF WORK	12
2	SPECIFICATIONS.....	12
3	CONDITIONS	13
4	EVALUATION CRITERIA	13
SECTION V – FORMS.....		14
1	W-9 TAXPAYER IDENTIFICATION FORM	15
2	CERTIFICATION STATEMENT LOCAL VENDOR PREFERENCE	16
3	BID RESPONSE FORM.....	17
4	BIDDER’S CHECKLIST	18

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids, which do not comply with the requirements, may be rejected at the option of the City/FPUA.

2. **DELAYS**

The City/FPUA, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City/FPUA to do so. The City/FPUA will notify bidders of all changes in scheduled due dates by written addendum.

3. **EXECUTION OF BID**

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. **NO BID**

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. **BID OPENING**

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City/FPUA will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the web site: <http://www.cityoffortpierce.com>

6. **TAXES**

The City/FPUA is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City/FPUA exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City/FPUA shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City/FPUA Tax Exemption Number in securing such

materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City/FPUA.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. **MISTAKES**

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. **DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. **INTERPRETATION**

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City/FPUA in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City/FPUA at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to

the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City/FPUA will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City/FPUA will send a written addendum to all Bidders who requested a bid directly from the City/FPUA Purchasing Department. All proposers should contact the City/FPUA at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City/FPUA shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. **ADDENDUM**

Should revisions to the Bid Documents become necessary, the City/FPUA will provide a written addendum to all proposers who received a bid package from the City/FPUA's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City/FPUA's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City/FPUA in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. **DISPUTES**

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City/FPUA.

15. **CONFLICT OF INTEREST**

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City/FPUA. All Bidders must disclose the name of any City/FPUA employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. **LEGAL REQUIREMENTS**

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. **DRUG-FREE WORK PLACE (DFW)**

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City/FPUA for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City/FPUA procurement process may contact the Purchasing Department for information and assistance.

19. **PUBLIC ENTITY CRIMES**

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. **AWARD**

As the best interest of the City/FPUA may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City/FPUA has entered into a contract or issued a purchase order.

21. **EEO STATEMENT**

The City/FPUA is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. **CONTRACTUAL AGREEMENT**

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. **GOVERNMENTAL RESTRICTION**

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City/FPUA reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City/FPUA.

24. **PATENTS AND ROYALTIES**

The Bidder, without exemption, shall indemnify and save harmless, the City/FPUA, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City/FPUA the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City/FPUA agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. **ADVERTISING**

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City/FPUA.

26. **ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City/FPUA, through the

Purchasing Department.

27. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Bidder.

28. **FACILITIES**

The City/FPUA reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

29. **REPRESENTATION**

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. **DISQUALIFICATION OF BIDDER**

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders Bids in which the prices obviously are unbalanced will be subject to rejection.

31. **ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's/FPUA's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. **INSURANCE**

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. **PUBLIC RECORDS**

Upon award recommendation or ten days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. **BID PREPARATION COSTS**

Neither the City/FPUA nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. **COOPERATIVE PURCHASING**

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

SPECIAL TERMS AND CONDITIONS LOCAL VENDOR PREFERENCE

1. DEFINITION

“Local business”, shall mean a business which meets the following criteria:

- 1.1 Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed and have a valid business tax receipt issued by the City of Fort Pierce at least 6 months prior to bid/proposal (must provide a copy). Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and
- 1.2 Holds any business license required by City of Fort Pierce; and
- 1.3 Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

2. CERTIFICATION

Any vendor claiming to be a local business as defined by subsection 1-above, shall so certify in writing to the Purchasing Department. The certification shall provide all necessary information to meet the requirements of subsection (1.1) above. The Purchasing Department shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a “local business”.

3. NON-LOCAL BUSINESS

“Non-local business” means a bidder which is not a local business

- 3.1 Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, City of Fort Pierce and its agencies and instrumentalities, will give preference to local businesses as outlined below in Section 4.

4. **COMPETITIVE BID (SECOND CHANCE OFFER)**

- 4.1 Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder. Each bidder will be given the opportunity to resubmit a “second chance” bid price. Once the bids have been received by the Purchasing Department, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a “second chance” bid price, declines, or is not the lowest bid price, then award will be made to the lowest overall qualified and responsive responsible bidder. If **ALL** bids made by “second chance” bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.
- 4.2 In the event a bidder is awarded a contract pursuant to this section, all requests for change orders must be approved by the City Commission of the City of Fort Pierce.

5. **CONSTRUCTION PROJECTS**

- 5.1 **OPTION 1: NON-LOCAL CONTRACTORS** for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-contractors and material suppliers would qualify as a “local” contractor.
- 5.2 **OPTION 2: NON-LOCAL CONTRACTORS** ~ that employs more than 30% minority employees and a minimum of 60% up to 75% local employees whose primary residence is within the boundaries of St. Lucie County, would qualify as a “local” contractor.
- 5.3 **Preference for RFP (request for proposals)** – In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

LOCALITY RATING ~ TABLE

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie County)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie County)	15
Office located in State of Florida	10
Office located outside of Florida	0
Proposing firms can only receive a score from one of the above categories.	

6. **NOTICE**

Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

7. **WAIVER OF APPLICATION OF LOCAL PREFERENCE**

The application of Local Preference to a particular purchase or contract for which the City of Fort Pierce is the awarding authority may be waived upon approval of the Commissioners.

8. **COMPARISON OF QUALIFICATIONS**

The preference established herein in no way prohibit the right of the Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Commission from giving any further preference permitted by law instead of the preference granted herein.

9. **RECIPROCITY**

In the event any other Florida county or municipality (“local government”) deemed appropriate by the City of Fort Pierce extends preferences to local businesses. City of Fort Pierce may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Vendors must also be authorized to do business in City of Fort Pierce. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a “local business” under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its contracts.

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The purpose of this bid is to purchase two (2) Dixie Chopper Xcaliber 3360 EFI 60" Commercial mowers.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Thursday, September 15, 2016**. Three (3) copies of sealed bids (one original and two copies) shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
Attn: Purchasing Department
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the bid documents are available electronically from the Purchasing Department by e-mail request to biddesk@city-ftpierce.com or on the web site of Demandstar.com (www.demandstar.com) and the City of Fort Pierce, Purchasing Department, web site (www.cityoffortpiere.com).

Any bids received after the designated time and date listed above will be returned unopened.

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to the Public Works Manager with a copy to the Purchasing Manager:

TO
Paul Bertram, Parks & Ground Manager
Public Works Department
City of Fort Pierce
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 489-3194
Email: pbertram@city-ftpierce.com

COPY
Gelencia Carter, Purchasing Manager
Purchasing Department
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 467-3848
Email: biddesk@city-ftpierce.com

3.2 No inquiries will be received no later than **5:00PM, Monday, September 12, 2016**.

4. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

5. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

6. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

7. **PURCHASING CARD PROGRAM**

7.1 The City has implemented a **Purchasing Card Program**. The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

7.2 Bidders are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION IV

STATEMENT OF WORK

1. SCOPE OF WORK

These specifications are for the purchase of two (2) Dixie Chopper Xcaliber 3360 EFI 60" Commercial mowers.

2. SPECIFICATIONS

GENERAL INFORMATION

Manufacturer: Dixie Chopper
Model Year 2016
Model: Xcaliber 3360 EFI

MEASUREMENTS

Length With Rollbar: 85 in.
Rollbar Down: 100 in.
Height With Rollbar: 78.5 in.
Rollbar Down: 52 in.
Width 65 in.
Weight 1,390 lbs.
Mowing Width 60 in.
Mowing Height Range 1.5 – 5 in.
Mowing Height Adjustment Electric lift, 0.25 in. increments
Fuel Capacity 14 gal.

ENGINE

Engine Make Kohler EFI
Fuel Type Gas
Horsepower 33
Displacement 824 cc
Starter Electric
Cooling Air
Ignition Key switch
Battery 12V, 475 CCA
Air Cleaner dual stage

DRIVETRAIN

Travel Speed 6.3 acres per hour
Wheels/Tires Front Tires: 15 x 6 x 8, tubeless, 4-ply
Rear Tires: 25 x 12 x 12, Grass Master
Brakes Parking Brake: Automotive style

BODY

Frame Welded, 7 ga, formed and welded
Seat Full suspension w/ armrest

OTHER

Deck Size 60 inches
Deck Construction 7 ga. (0.2 in.) formed & welded
Spindles 1.25 in. diameter machined shaft
Housing: 1-piece, keyless sealed cast iron
Blades (3) 21.375 in x2.5.
Engagement: Ogura 250 ft-lbs
Blade Tip Speed 17874 fpm

3. CONDITIONS

The successful bidder shall be responsible for delivering vehicles that meet or exceed these specifications, are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- a. Complete lubrication
 - b. Check all fluid levels to assure proper fill.
 - c. Adjustment of engine to proper operating condition.
 - d. Inflate tires to proper pressure.
 - e. Check to assure proper operation of all accessories, gauges, lights, and mechanical features.
 - f. Cleaning of vehicles, if necessary, and removal of all unnecessary tags, stickers.
- **The equipment described in these specifications shall be manufacturer's latest model and fully operational upon delivery.**
- **The bid price shall be F.O.B. 52 Savannah Road, Fort Pierce, Florida.**

4. EVALUATION CRITERIA

Vendor will be selected based on the lowest and best most responsive responsible bid.

SECTION V

FORMS

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Moridge Manufacturing, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 810

6 City, state, and ZIP code
Moundridge, KS 67107

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	8	-	0	6	4	9	7	6	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 09/13/2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Certification Statement Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie County; and
- 2) That my company holds any business or contractor license required by St. Lucie County and/or can document payment of business license taxes in St. Lucie County;
- 3) That my company is principal offeror who is single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of a business or contractor license and/or business tax receipt for St. Lucie County, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____

Signature: _____

Sworn to before me this _____ day of _____, 201_____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature _____ Printed Name _____

FOR PROCURMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: _____ Date: _____

(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or contractor license must be submitted with your bonafide Bid/RFP package.



BID RESPONSE FORM



Bid Item	DIXIE CHOPPER MOWERS		
Bid Number	2016-034	Due Date & Time	3:00 PM, Thursday, September 15, 2016

The offerer agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Quantity	Description	Unit Price	Total
2	2016 Dixie Chopper Xcaliber 3360 EFI 60" Commercial Mowers	\$ 9,812.25	\$ 19,624.50

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Manufacturer Proposed: Grasshopper Model 335B/61

Warranty: 3-Year Limited Commercial Warranty with No Hour Limitation, See Warranty Statement Enclosed


Vendor: Moridge Manufacturing, Inc.

Address: P.O. Box 810

City, State, Zip Code: Moundridge, KS 67107

Email Address: jeicher@grasshoppermower.com

Typed Name, Title: Justin Eicher, Bid Coordinator

Signature:  **Date:** 09/13/2016

Telephone No.: 620-345-8621 **Fax No.:** 316-462-0593

(*Please include Remit to address if different than address stated above)

Remit To: _____

Check block below for applicable minority indicator:

- Asian Indian
 Black
 Asian Pacific
 Hispanic
 Native American
 Small Business
 Women Owned
 Small Disadvantage Business

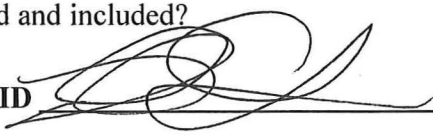
CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<u>X</u>	_____
Is Bid Response Form completed, signed and attached?	<u>X</u>	_____
W-9 Form completed, signed and attached?	<u>X</u>	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<u>X</u>	_____
Include proof of proper licensing as stated in bid documents.	<u>X</u>	_____
Bid envelope is marked accordingly.	<u>X</u>	_____
Are three (3) complete bid packages included (one original and two copies)?	<u>X</u>	_____
Is each Bid Addendum (when issued) signed and included?	<u>X</u>	_____

PLEASE SIGN AND RETURN WITH BID



STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 0050815

Entity Name: MORIDGE MANUFACTURING, INC.

Entity Type: DOM: FOR PROFIT CORPORATION

State of Organization: KS

Resident Agent: E. STANLEY GUYER

Registered Office: 105 OLD US HIGHWAY 81, MOUNDRIDGE, KS 67107

was filed in this office on May 18, 1959, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of September 13, 2016

A handwritten signature in black ink that reads "Kris W. Kobach". The signature is written in a cursive, flowing style.

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 847986 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

300 SERIES

AIR-COOLED MIDMOUNT™

Unexpected power in
the straightaways



Power, efficiency and economy – equipped with a heavy-duty, Vanguard Big Block or Kohler EFI engine, with horizontal crankshaft for longer performance life, giving you intense mowing power in a surprisingly compact design.

For enhanced efficiency, consider the 327 EFI with closed-loop electronic fuel injection. A wide range of benefits include decreased fuel use, reliable hot and cold weather starts, reduced engine exhaust emissions and fewer fuel-induced service issues.

Robust, design-matched G² hydrostatic transmissions with CoolFan™ hydrostatic pump cooling system and 7 micron absolute filter partnered with wheel motors create a fully hydraulic system for smooth, responsive steering and less maintenance with 1,000-hour fluid change intervals.

Only five Access-Eze™ lubrication points cut maintenance time up to 80%.

5.5-inch deep DuraMax® decks with anvil-edged design for exceptional durability easily convert from wide-pattern side discharge to optional mulching or vacuum collection. The QuikAjust™ DropPin™ Height Adjustment makes cutting height change fast and simple.

Deep-cushioned Ultimate Suspension Ride™ (USR™) seat featuring CoolTemp Cordura® with lumbar and coil-spring suspension provides all-day comfort. The adjustable cup holder makes it convenient to tote along your favorite beverage.

A compact wheelbase provides a great power-to-size ratio for easy transport on trailers and through tighter spaces.

ComfortReach™ “no tools” lever adjustment provides the operator a custom steering fit.

The 12.0 gal/45.4 L single-fill fuel tank lowers the center of gravity, providing more traction and stability for an enhanced ride. The standard bumper protects the rear of the mower while preserving easy access and removal of the service shield.

Optional four-spindle dedicated rear-discharge decks evenly distribute clippings out the back for a smooth cut and no windrowing to provide the quality cut you expect.

335
BIG BLOCK

61 72

993 cc, V-twin OHV
Vanguard Big Block
air-cooled gasoline
engine

329B
BIG BLOCK

52 61 72

895 cc, V-twin OHV
Vanguard Big Block
air-cooled gasoline
engine

327^{EFI}

52 61 72

747 cc, V-Twin
Kohler Command Pro,
Delphi®-based closed-loop,
Electronic Fuel Injection
gasoline engine



Mowing speeds up to 10.5 MPH
and 6.88 acres/hr. based on
72" cutting width*

For more details visit:
grasshoppermower.com/acres



IT'S SO MUCH MOWER®

► DuraMax® deck

OPTIONS

- » Quik-D-Tatch® PowerVac™ Collection Systems
- » Down Discharge™ mulching packages
- » Dedicated 4X Rear Discharge™ deck
- » Speed-Trimming™ heavy-duty roller
- » Electric height adjustment
- » DuraGuard™ bumper (2 bars)
- » DuraFlex™ suspension forks
- » Incandescent, halogen or LED work lights
- » ComfortReach™ “no tools” QuikAjust Tilt™ steering levers with 9-inch comfort range
- » Extended steering levers
- » Big Boy wide-seat conversion kit
- » Premier suspension seat
- » Foldable ROPS with seat belt
- » Bar tread, low-pressure tires
- » Edge-EZE™ edger
- » Shielded sprayer
- » Sunshade Canopy (for ROPS)
- » Yellow beacon light
- » Filter minder (335/329B)
- » Console-mounted electric fuel gauge

Be more productive with the addition of a PowerVac™ Collection System or other implements. Ask for specifications or visit grasshoppermower.com/implements.

Models may be shown with optional equipment. *Actual results may vary.

GRASSHOPPER LIMITED WARRANTY



WARRANTY 3 Year Limited Commercial / 4 Year or 800 Hour Limited Residential

MODELS 200/300/400 Series; 600 Series; 700/900 Series SERIAL NUMBERS 6200000 and higher

What This Warranty Covers

The selling dealer warrants, on the terms and conditions in this Limited Warranty, that it will repair, replace or adjust any product or part manufactured by The Grasshopper Company ("Grasshopper") which is a component of a Grasshopper Commercial Turf Equipment product ("turf equipment") and which is defective in material installed or workmanship performed in Grasshopper's factory.

The Period of Coverage and Conditions

This limited **Commercial Warranty** applies to Grasshopper turf equipment sold in the US or Canada for a period of three (3) years from the date of original purchase for use (ninety (90) days for rental use). Commercial warranty applies to agricultural, governmental, commercial, industrial or multiple locations usage. This warranty includes the cost of parts and labor for a period of two (2) years and the cost of parts for one additional year. **Residential warranty:** This limited warranty is limited to four (4) years or 800 hours (whichever occurs first) for residential usage. Residential usage means use of product around a single residence only. Use at more than one location is considered commercial and the commercial use warranty above would apply. This warranty includes cost of parts and labor. **Replacement parts or repairs** provided through warranty service shall be warranted for only the remainder of the original warranty period. **Warranty Exceptions:** Belts and tires are warranted for ninety (90) days against defects in materials or workmanship. Batteries are warranted for fifteen (15) months. Warranty on electric clutches includes cost of parts and labor for a period of two (2) years.

What this Warranty Does Not Cover

Implements/attachments not manufactured by Grasshopper are not covered by this warranty. The manufacturers of such items may provide separate warranties for such components.

The engine is warranted by its manufacturer, not by Dealer. Please refer to the engine manufacturer's warranty statement that is included in the engine manual in the owners packet. Neither Dealer nor Grasshopper is authorized to handle warranty claims on engines. Engine warranty claims should be referred to the nearest authorized service outlet of the engine manufacturer.

Who Gets This Warranty

This warranty extends only to the original purchaser for use of the equipment, unless applicable law provides otherwise. The warranty may not be assigned or transferred without the prior express written consent of manufacturer.

How to Get Service

To be covered by this warranty, the turf equipment, including any defective part, must be returned to an authorized Grasshopper service dealer within the warranty period. The warranty shall extend only to the cost to repair or replace (**as determined by Dealer**) the defective part, including labor. The expense of delivering the turf equipment to the dealer for warranty work and the expense of returning it to the owner after repair or replacement will be paid by the owner. Proof of purchase may be required by the dealer to substantiate any warranty claim. All warranty work must be performed by an authorized Grasshopper service dealer using Grasshopper approved replacement parts.

Limitations of This Warranty

DEALER'S SOLE RESPONSIBILITY UNDER THIS LIMITED WARRANTY IS TO MAKE REPAIRS OR REPLACEMENTS IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. DEALER MAKES NO OTHER EXPRESS WARRANTIES. ANY WARRANTY IMPLIED BY LAW ON ANY PRODUCT OR PART COVERED BY THIS LIMITED WARRANTY IS LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. NO PERSON, ENTITY, OTHER DEALER, OR DISTRIBUTOR HAS THE AUTHORITY TO ASSUME FOR OR CREATE FOR DEALER ANY OTHER OBLIGATION, WARRANTY, OR LIABILITY IN CONNECTION WITH GRASSHOPPER PRODUCTS. IN NO EVENT SHALL DEALER BE LIABLE FOR LOST PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

Any limitations set forth in this limited warranty do not apply to the extent they are prohibited by applicable law.

Dealer reserves the right to sell turf equipment with changes, improvements or modifications in specifications without thereby being obligated to install or make the same on turf equipment previously sold by Dealer.

Situations in which this Warranty Does Not Apply

This warranty extends only to turf equipment that is operated under normal conditions and properly serviced and maintained.

The warranty does **NOT** cover: (i) normal maintenance services, such as oil change, cleaning, lubrication, or adjustment; (ii) replacement of service items, such as oil, lubricants, spark plugs, belts, rubber hoses, blades, blade sharpening, or other items subject to normal service replacement; (iii) damage or defects arising out of or caused by misuse, neglect, alteration, negligence or accident; (iv) repair or replacement required because of operation or use of the turf equipment which is not in accordance with operating instructions as specified in the operator's manual or other operational instructions provided by Grasshopper; (v) repair or replacement required because of alteration or modification of the turf equipment not performed or authorized by Dealer (damage caused by foam filled or solid filled tires); (vi) repair or replacement necessitated by use of parts, accessories or supplies, including gasoline, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Grasshopper; (vii) repairs or replacements necessitated by installation or use of non-recommended parts or accessories that have adversely affected the operation, performance or durability of the turf equipment; or (viii) damage or defects due to or arising out of repair of turf equipment by any person or persons other than an authorized Grasshopper service dealer or the installation of parts other than genuine Grasshopper parts, Grasshopper-recommended parts or equivalent. There are no other express warranties except for engine and special emission system coverage.

PLEASE NOTE: TO RETAIN YOUR RIGHTS UNDER THIS LIMITED WARRANTY, YOU ARE REQUIRED TO HAVE READ THE OPERATOR'S MANUAL AND TO HAVE COMPLETED, SIGNED AND RETURNED THE ATTACHED WARRANTY REGISTRATION CARD WITHIN TEN (10) DAYS OF PURCHASE OF YOUR TURF EQUIPMENT.

Other Legal Rights

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.