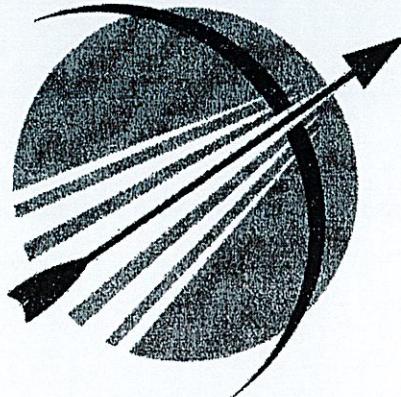


City of Broken Arrow



INVITATION TO BID

Bid Number: 24.147

Used Rotary Mower

SUBMIT PROPOSALS

By 10:30 a.m. (Local Time) May 8th, 2024, to:

The City of Broken Arrow Purchasing Division
1700 W. Detroit (East Building)
Broken Arrow, Oklahoma 74012
(918) 259-7000 Ext. 7361

Bid Openings Are Held at the Purchasing Division Office Building
1700 West Detroit
Broken Arrow, Oklahoma 74012

**ALL BIDS MUST BE TURNED IN BY THE ABOVE STATED TIME AND
TO THE ABOVE STATED ADDRESS. ANY BID NOT RECEIVED AT
THE ABOVE ADDRESS ON OR BEFORE THE STATED TIME WILL BE
REJECTED. THERE ARE NO EXCEPTIONS.**

Local time shall mean the time indicated on the Purchasing Division's computers as set by "Coordinated
Universal Time -6 hours."

Bidders Are Expected to Examine the Solicitation, Statement of Work, Specifications, Instructions, and
All Amendments. Failure to do so will be at the Bidder's Risk.

All Manufacturers, Suppliers or Contractors Are Encouraged to Bid.

Used Rotary Mower

The City of Broken Arrow invites sealed bids for a **Used Rotary Mower**, in accordance with the provisions, specifications and bidding instructions set forth in this invitation for bid. Bids will be received by the Purchasing Division at **1700 W. Detroit, Broken Arrow, Oklahoma, May 8th, 2024**, until **10:30 a.m.** local time. Bids will be publicly opened and read aloud **on the same day**, at **11:00 a.m.** at the Broken Arrow Purchasing Office, 1700 West Detroit, (East Building), Broken Arrow, OK 74012. **Late bids will not be considered.**

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the "Terms" and "Signature Sheet" and return bid documents to: The City of Broken Arrow, Purchasing Division, 1700 W. Detroit, Broken Arrow, Oklahoma 74012. **Bid documents must be returned in a sealed envelope.** Mark outside of an envelope with **Invitation for Bid Number 24.147** and opening date of bid **May 8th, 2024**.

GENERAL PROVISIONS FOR INVITATION TO BID

GP-1 Definitions

- (a) ITB means Invitation to Bid
- (b) Release means purchase order issued against the specified contract.
- (c) Solicitation means an Invitation to Bid
- (d) City means the City of Broken Arrow

GP-2 Explanation to Bidders

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

GP-3 Type of Contract

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

GP-4 Preparation of Bids

- (a) Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- (d) Unit price shall be entered on the form provided or a copy thereof.
- (e) If the supplier wishes to bid "all or none" this must be clearly shown on the bid.
- (f) Recipients of this solicitation not responding with a bid shall return only the "Statement of No Interest."

GP-5 F.O.B. Destination

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at **1700 W. Detroit, Broken Arrow, Oklahoma 74012**, or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until

accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing, and collecting all damage claims.

GP-6 Amendments to Invitation to Bid

- (a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents.

GP-7 Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

GP-8 Submission, Modification, or Withdrawal of Bids

- (a) Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, P.O. Box 610, Broken Arrow, Oklahoma 74013 or if hand delivered, deliver to the office of the Purchasing Division, 1700 W. Detroit, Broken Arrow, Oklahoma. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- (b) The Purchasing Division will open sealed bids at the time and place specified.
- (c) Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- (d) Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.

GP-9 Bid Compliance

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. **A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.**

GP-10 Evaluation and Award

- (a) The City shall evaluate bids in response to this solicitation and will award a contract to the bidder whose bid is determined to be the lowest responsive, responsible bid.
- (b) The City may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The City reserves the right to accept by item, groups of items or by the total bid.
- (d) The City may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

GP-11 Notice of Award

Notice of award letter or purchase order resulting from this ITB will be furnished to each successful bidder and shall result in a binding contract without further action by either party. It shall be the successful bidder's responsibility to reproduce and distribute copies to all authorized dealers listed in your bid response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of the Purchasing Division.

GP-12 Termination of Contract

- (a) This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.

- (b) The City may cancel with just cause upon written notification to vendor.
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the 30-day notice.
- (d) If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

GP-13 Extension of Contract

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

GP-14 Ordering

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

GP-15 State and Federal Taxes

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

GP-16 Contractor Invoices

- (a) The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract. Invoices shall contain the contract number (if applicable) and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment. If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- (b) In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

GP-17 Prompt Payment Discounts

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

GP-18 Gratuities

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

GP-19 Bid Conformity

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contract requirements.

GP-20 Warranty

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

GP-21 Conflict of Interest

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the supplier's firm or any of it's branches.

GP-22 Patents and Royalties

The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow. If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

GP-23 Immigration Compliance

I. Contractor:

- a. has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- b. has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and
- c. has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- d. has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph I, parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

- II. Contractor will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorneys fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I above.

Specifications

It is the intent of these specifications to purchase a used rotary mower for the Battle Creek Golf Course.

The Following Are Minimum Requirements

Year	2016 or newer required.
Hours	not to exceed 4500 hours.
ENGINE	4-cylinder, liquid-cooled, turbo charged diesel engine. 55 hp@2700 RPM. Displacement: 127 cu.in. Peak torque: 125 lbs.-ft. @2000 RPM. Equal to or better than.
FUEL CAPACITY	Minimum 20-gal diesel fuel tank.
TRACTION DRIVE	Parallel hydrostatic, closed loop system with full-time forward/reverse in low (mow) and high (transport) range with optional full-time, optional full-time or Variable displacement piston pump with electronic servo control powers dual speed piston motor drive into double reduction planetary in front, and mechanical axle in rear. Smart Power® feature controls traction speed to maintain optimal cutting blade speed. Specify, Equal to or better than 4WD
DIAGNOSTICS	Pressure test ports, forward and reverse traction, deck circuit, reverse 4wd, lift, steering, traction charge, and counterbalance. Equal to or better than.
MAIN FRAME	Formed steel, welded steel, and steel tubing. Equal to or better than.
BRAKES	Dynamic through hydrostatic transmission, plus mechanically actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right front wheel. Lock pedals together and latch to engage parking brake.
STEERING	Power steering. Adjustable steering wheel tilt. Equal to or better than.
ELECTRICAL	12-volt, 650 cold cranking amps battery, 40-amp alternator. Overload protection with automotive type fuses. INTERLOCKS Prevents engine from starting unless traction pedal is in neutral, and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Machine automatically switches to low range if decks are lowered. Engine stops if parking brake engaged, and traction pedal not in neutral. Prevents switching mow to transport unless stopped to protect turf.

CONTROLS/GAUGES	Ignition switch, traction range selection switch, PTO switch, light switch, cruise control switch. Foot-operated traction pedal, individual foot-operated steering brake control of left and right wheels with parking brake lock. Lift Switches: One 2-position switch (GM 4500-D). Three 2-position switches (GM 4700-D). CRUISE CONTROL Off/on/engage switch with on-screen adjustable speed control through the Info Center while engaged. Auto-disengage with PTO deactivation or braking.
COOLING	aluminum side-by-side oil cooler/radiator. 8.5 fins per inch. 5.25-quart capacity. Equal to or better than.
TIRES	Front: 29 x 14-15, 6-ply ultra-tread. Rear: 20 x 10-10, 4-ply multi-Trac tread. Equal to or better than.
Mower Deck DRIVE	Hydraulically driven.
SEAT	Seat with adjustments for operator weight via air ride suspension, seat fore/aft position, seat back angle, arm rest height and retractable seat belt. Required. Specify.
DIMENSIONS	Overall length w/decks down 145.8" (370 cm) 145.8" (370 cm) Overall width, lowered/raised 112.8" (286 cm)/88.3" (224 cm) 153.8" (391 cm)/88.3" (224 cm) Height w/2-post ROPS 88.8" (216 cm) upright, 65.2" (165 cm) folded 88.8" (216 cm) upright, 65.2" (165 cm) folded Wheelbase 67.5" (172 cm) 67.5" (172 cm) Track Width, front/rear 88.3" (224 cm)/55.5" (141 cm) 88.3" (224 cm)/55.5" (141 cm) Ground clearance 6" (15.3 cm) 6" (15.3 cm) WEIGHT 4,495 lbs. (2038 kg) - with full fluids. (Or approved equal).
WIDTH OF CUT	Minimum of 112.8"
SAFETY	ROPS standard required. Complies with American National Standards Institute (ANSI B71.4-2017) and applicable ISO EN 5395 (CE) standards (machine directive 89/392, 91/368, 93/44, 84/538,
OPTIONAL ACCESSORIES	Light kit required.
WARRANTY	Provide if optional.

CUTTING UNITS

HEIGHT OF CUT RANGE	.75-4/00 inches. Specify
TYPE	5 hydraulically driven, cutting decks.
SIZE	27-inch rear discharge, rotary cutting units with full length striping rollers. Required. Specify
CONSTRUCTION	10-gauge steel constructed chambers with 12-gauge welded reinforcements. Heavy-duty exoskeleton deck carrier frame, 1.5" (3.8 cm) square x .25" (.6 cm) wall tube with 7-gauge side supports protects deck shell from impact damage. Spindle support 3/16" (.48 cm) high-strength steel and 10-gauge exterior channels. Equal to or better than.
SPINDLE ASSEMBLY	Ductile cast iron spindle housing. Dual greaseable tapered roller bearings. 1.25" (3.2 cm) diameter solid cold finished steel spindle shaft. Splined connection between spindle shaft and deck motor. Welded blade retainer plus anti-scalp cups. Equal to or better than.
GROUND FOLLOWING	6" (15.3 cm) anti-scalp cups on each blade. On each deck: two 5" (12.7 cm) diameter front rollers, one 3" (7.6 cm) diameter rear roller. BLADES 27" (68.6 cm) long, 2.5" (6.4 cm) wide, 0.25" (.64 cm) thick. Standard combo blade, optional Atomic, high sail and angle sail blades. Equal to or better than.
BLADES	27" long, 2.5" wide, .25" thick, standard combo blade

Professional Turf Products

PROPOSAL SHEET

THIS SHEET MUST BE COMPLETED AND ACCOMPANY BID

Bid Number: 24.147

Item Number	Quantity	Description	Unit Price	Total Bid Amount
1.)	1	Used Rotary Mower	\$ 37,100	\$ 37,100

Optional warranty if provided: \$ _____

Bid pricing good for: Show length in days: 60

Year/Make/Model: 2018 Toro GM4500

Warranty: 90-Day Warranty at no charge

Nearest Parts and Service Location: 2201 N Beech Ave, Broken Arrow, OK

1. List other optional services along with pricing. Please attach exhibits.

Optional warranty: 1 year \$ 2,000

2. List any value-added services and / or volume discount information.

Comments/Notes: Toro GM4500 is refurbished to industry
Standards.

Terms and Signature Sheet

Indicate length of time requires, in calendar days, for delivery/completion after notification of award (oral or written), as this may be a factor in making an award. 60 Calendar days.

All prices shall be F.O.B. Destination: Location shown within bid documents under the heading GP-5 or as may be stated on the purchase order or verbal instructions given at time order is placed.

In compliance with this invitation for bid number 24.147 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder:

Professional Turf Products, LP

Company Name

5/6/24

Date:

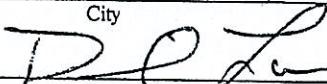
Address: 1010 N. Industrial Blvd., Euless
City

TX

76039

State

Zip Code

Signature:  Official Title: CFO

Please print or type name clearly: David Lau

Telephone Number: 817-785-1900

Email Address: lau@proturf.com

Federal Tax ID Number: 06-1664252

THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

BID AFFIDAVIT

The following affidavit is to accompany the bid:

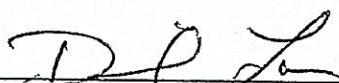
STATE OF: Texas

COUNTY OF: Tarrant

David Lau

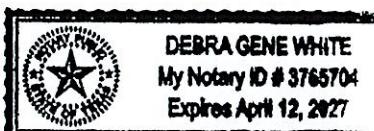
says: 1. (S)he is the duly authorized agent of Professional Turf Products, LP, the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such bid; and 3. neither the offeror nor anyone subject to the offeror's direction or control has been a party: a. to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between offerors and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X



Subscribed and sworn to before me this 6 day of May 2024

My Commission Expires: 4/12/27 Debra Gene White
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

INTEREST AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF: Texas

COUNTY OF: Tarrant

David Lau

that s/he is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

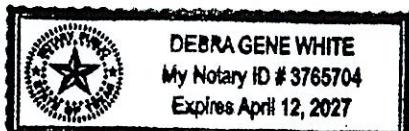
X David Lau

Subscribed and Sworn to before me this 6 day of May 2024

My Commission Expires: 4/12/27

Debra Gene White

Notary Public



THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

STATEMENT OF NO INTEREST

Bid Number: 24.147

IF YOU DO NOT INTEND TO SUBMIT A BID, RETURN THIS FORM IMMEDIATELY

The Purchasing Division of the City of Broken Arrow wishes to keep its vendor list file up to date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you no longer supply this commodity/service, and your name will be removed from this bidders list.

We undersigned have declined to submit a bid on commodities or services outlined in the attached bid documents.

Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).

Specifications are unclear (explain below).

We are unable to meet specifications.

Insufficient time to respond to bid.

Our schedule would not permit us to perform.

We are unable to meet bond requirements.

We are unable to meet insurance requirements.

We do not offer this product or service.

Remove us from your vendor list for this commodity or service.

Other (specify below)

Remarks:

Address: _____

Telephone Number: _____ Email Address: _____

Signed: _____

Print or Type Name of Person Signing: _____

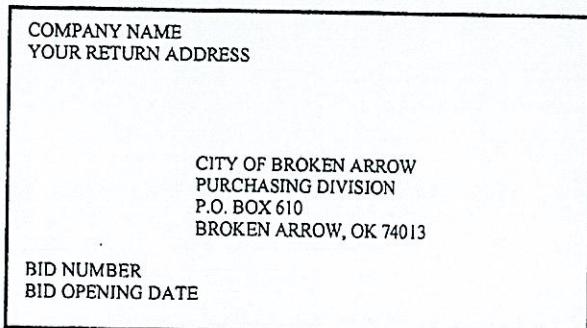
Title: _____

Date: _____

INSTRUCTIONS FOR SUBMITTING A SEALED BID OR QUOTATION

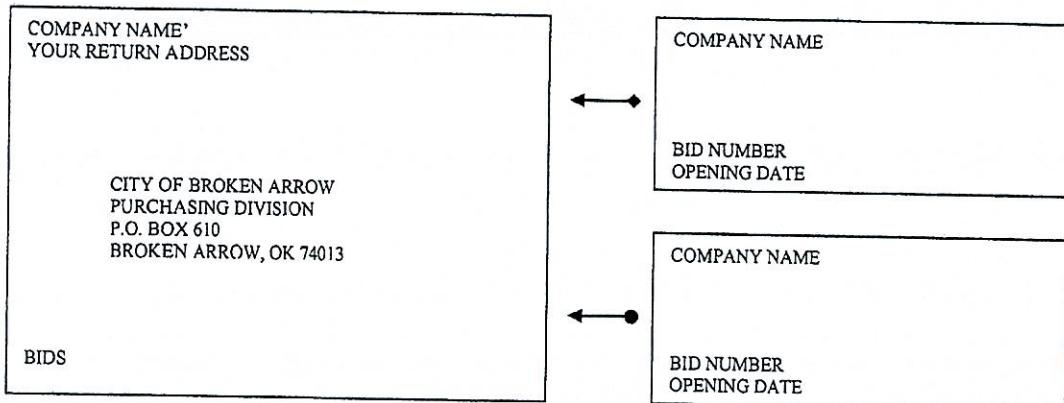
IF SUBMITTING A SINGLE SEALED BID:

1. PLACE BID IN AN OPAQUE ENVELOPE AND SEAL. TYPE OR PRINT BID NUMBER AND OPENING DATE IN THE LOWER LEFT CORNERS
2. IF SENDING FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN THE EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.



TWO OR MORE BIDS WITH DIFFERENT BID NUMBERS

1. PLACE EACH BID IN DIFFERENT OPAQUE ENVELOPE AND SEAL. TYPE OR PRINT BID NUMBER AND BID OPENING DATE IN THE LOWER LEFT-HAND CORNERS.
2. PLACE EACH BID IN A LARGER ENVELOPE. TYPE OR PRINT "BIDS" IN THE LOWER LEFT-HAND CORNER.
3. IF SENDING BY FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.



BIDS MAY BE REJECTED IF THE ABOVE INSTRUCTIONS ARE NOT FOLLOWED



Professional Turf Products, L.P.

2201 N Beech Ave
Broken Arrow, Ok 74012
Derrick Trotter
(682) 416-1905
trotterd@proturf.com



Count on it.



Ship To	Battle Creek Golf Course - Broken Arrow, Ok	Date:	5/6/2024
Contract	Sourcewell Cooperative - No Credit Cards	Tax Rate	
Contact		Destination	
Address	3200 N. Battle Creek Dr. Broken Arrow, OK 74012-1747	Trade-In	
Phone		Finance	
Email		Account Type	STD
Comments:	Sourcewell Cooperative Contract #031121 - TTC; City of Broken Arrow ID #67325. Pre-Owned Toro GM4500 noted below is quoted as a complete refurbishment to industry standards which includes a 90-day Professional Turf Products warranty. Applicable Property and Sales Tax Not Included. Quote inclusive of delivery to Broken Arrow, Ok address identified.	QMS: ID	Toro Refurbished Pre-Owned

Proposal

Qty	Model #	Description	Extended
1	TAG-LOT-6474	GM4500 Model: 30881 Serial: 402665044 Refurbished Toro GM4500	\$ 37,100.00

SubTotal	\$ 37,100.00
Destination	Included
Tax (Estimated)	-
TOTAL	\$ 37,100.00

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____