



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

Date: December 16, 2020

Department/Office: Public Works

Division/Area: Fleet Maintenance

Contact Person: Joel Wall / Peter Bieniek

Title: Fleet Superintendent / Public Works Director

Phone: 954.967.4555 / 954.967.4526

Email: jwall@hollywoodfl.org / pbieniek@hollywoodfl.org

1. Requested Vendor: Growers Equipment Co.

Vendor Number: 00284

Address: 2695 Davie Rd., Davie, FL 33314

Contact Person: Casey Gifford

Title: Area Sales Manager

Phone: 954-916-1020

Email: casey@growersequipment.com

2. Contract title requesting to piggyback?

Awarding Agency: Sourcewell Contract (aka: NJPA) #110719.

Contract Expiration Date: December 30, 2023

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific). (1) 2021 New Holland TS6.120HC Agricultural Tractor (#010 AG).

4. Detailed description of the products/services function and purpose. Public Works Department seeks authorization to purchase one (1) 2021 New Holland TS6.120HC Agricultural Tractor to replace an existing unit that has reached its useful life expectancy due to mechanical wear and extensive corrosion. This tractor daily maintains the cleaning and grooming of the beach by machinery that is operated and attached to this tractor. It is also utilized for cleanups after any special events at the beach and during any hurricane. The 2021 New

Procurement Service Division use only

Requisition # R
BPO
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order #
(As Applicable)

Holland TS6.120HC Agricultural Tractor was tested to best perform for the needed requirements in the daily operations of the Beach Maintenance areas.

5. Please explain what process the Department/Office took to verify and/or identify this contract. Recommended by the Public Works Department.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain This is the best price option for this vehicle and pricing is based on the Sourcewell Contract #110719.

7. Total cost of the requested product/service. \$103,057.38 ea.

8. Total estimated annual (fiscal year) cost of requested product/service. (1) tractor = \$103,057.38
Account Number # 557.519901.51900.564520.00120.000.000

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) _____

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.)

Will this require matching funds? ☐ Yes ☐ No

What is the grant source? N/A

What is the grant (dollar) amount? N/A

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Excluded Parties List System at www.epls.gov.

Date of Advanced Search _____

Procurement Service Division use only

Requisition # R _____
BPO _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # _____
(As Applicable)

Company Name(s) Searched

Search Results

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.

Paul J. Wall
Contract Person's Signature

12/16/2020
Date

Holmes
Supervisor's Signature

12/21/2020
Date

P. Buerki
Director's Signature

12/22/2020
Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

Requisition # R _____
BPO _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # _____
(As Applicable)

**Growers Equipment Co.**

2695 Davie Road
 DAVIE, FL 33314
 Main: 954-916-1020
 Fax: 954-916-0080

Printed On : 12/22/2020 3:10:17 PM (Sales Rep ::CG - Contact ID :38)

Status : **Open**Invoice #**103112**Type : **Major Unit Quote**Date : **12/22/2020**Contact ID : **5290**Customer # : **10023911**Tax Exempt #**85-8012621605C-**Exempt Exp.**05/31/2022**

City Of Hollywood
Robert Klitz/gm
 P.O. Box 229045
 Attn: Accounts Payable
 HOLLYWOOD, Florida 33022
 UNITED STATES
 ssalafrio@hollywoodfl.org
 954-927-8754 Ext.John - Mobile

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	MSRP	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N/A	New		TS6.120HC	010 Ag		\$105,006.00	\$103,057.38	\$0.00	\$0.00	\$0.00
		Hollan	TS6.120HC 4WD ROPS SH WH	Tractor						

Invoice Notes

LIST PRICE OF TRACTOR WITHOUT CUSTOM RIMS AND TIRES:

PRICE INCLUDES FRONT WEIGHTS

LIST PRICE: \$ 105,006.00

SOURCEWELL CONTRACT PRICE: \$78,574.38 (Increase includes freight, per Sourcewell)

SOURCEWELL CONTRACT # 110719 CNH (VALID THRU 12-30-2023)

WARRANTY-2 YEARS

ETA IS 3 MONTHS FROM TIME PURCHASE ORDER IS RECEIVED

CUSTOM TIRES AND RIMS-30X20 RIMS AND TIRES TO FIT (FLOTATION TIRES)

\$24,483.00 (INCLUDES GALVANIZING)

TOTAL PRICE FOR TRACTOR, RIMS AND TIRES: \$ 103,057.38

Disclaimer

Test Disclaimer on MU Quote

Totals		
Sub Total	+	\$103,057.38
*** Invoice Total	=	\$103,057.38
Amount Paid	-	\$0.00
*** Transaction Total	=	\$103,057.38
Balance Due = \$103,057.38		

Deposit Paid \$0.00Tax NameTax Amount

Exempt - Government Non-Profit

\$0.00

Signature _____

WARRANTY AND LIMITATION OF LIABILITY AGREEMENT NEW HOLLAND TRACTORS & EQUIPMENT

The NH Warranty

The NH Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer is expected to review the warranty coverage with the initial retail purchaser and obtain his/her signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "NH" for "New Holland brand". This warranty is for NH products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
All agricultural tractors except compact tractors as listed ¹	24 Months / 2000 Hours
Camso rubber tracks used on T9.xxx SmartTrax tractors	48 Months / 2000 Hours prorated
Compact Tractors with CVT	24 Months / 2000 Hours
Engine, transmission, drive shafts and drive axles ²	36 Months / 2000 Hours
Compact Tractors without CVT	24 Months / 750 Hours
Engine, transmission, drive shafts and drive axles ²	72 Months / 1500 Hours
Combines, Self-Propelled Forage Harvesters ⁴ , Windrowers, Bale Wagons	12 Months / Unlimited Hours
Engine	24 Months / 2000 Hours
Windrower disc headers, disc mower conditioners	12 Months / Unlimited Hours
Cutterbar ³	36 Months / Unlimited Hours
Windrower sickle head, draper head, sickle mower conditioners, Hay and Forage Equipment, Grape Harvester, Olive Harvester	12 Months / Unlimited Hours
Pull type Forage Harvester ⁴ and Rotary Mower ⁵	12 Months / Unlimited Hours
Pull type sprayers, Planting and Seeding Equipment (Air Carts, Air Hoe Drills, Precision Drills, and packer drawbars)	24 Months / Unlimited Hours
Frame ⁶	60 Months / Unlimited Hours
Disc Drills	12 Months / Unlimited Hours
Self-Propelled Sprayers - R Series	12 Months / 1200 Hours
Extended frame warranty ⁷	24 Months / 1200 Hours
Self-Propelled Sprayers - F Series	12 Months / 1500 Hours
Extended frame warranty ⁷	24 Months / 1500 Hours
Nozzle control valve warranty	24 Months / 2000 Hours
Kongsilde™ Tillage Equipment	12 Months / Unlimited Hours
Front Mount Loaders, Implements and Attachments	12 Months / Unlimited Hours
805TL Front Loader Series	24 Months / Unlimited Hours
NH IntelliSteer™ Systems	24 Months / Unlimited Hours
Utility Vehicles ⁸	12 Months / 1000 Hours
Extended utility vehicle warranty	24 Months / 2000 Hours
Manure Spreaders ⁹	12 Months / Unlimited Hours
Spreader sides and floor warranty	12 Years
Skid Steer / Compact Track Loaders	12 months / Unlimited Hours
Extra base warranty	24 months / 2000 hours
Compact wheel loaders, Compact excavators E-B series, Telescopic handlers, Loader backhoes	12 months / Unlimited Hours
Compact excavators E-C series	24 months / 3000 Hours
Severe Applications (for CE equipment listed in this document) ¹⁰	6 months / 1000 Hours
Emissions components on engines less than 25HP	24 months / 1,500 Hours
Emissions components on engines greater than or equal to 25HP	60 months / 3,000 Hours

- 1) Warranty will be voided on tractors that are not factory-designated as scraper tractors which are used in a commercial scraper application
- 2) The extended Power Train warranty covers the engine and the following components: TRANSMISSION: Transmission and all internal lubricated parts, torque converter, auxiliary drive axle transfer, seals and gaskets. DRIVE AXLE(S): Center & drive axle housing and all internal lubricated parts, front axle housing and all internal lubricated parts, axle shafts, bearings (wheel and axle hub), final drive housings and all internal lubricated parts, seals and gaskets, PTO clutch, drive shaft and universal joints.
- 3) Extended warranty of disc-drive module housing assemblies - clockwise and counter-clockwise, disc-drive-module cross shaft gears, dipsticks, bearings, bearing shims, washers, breather plugs, oil slingers, attachment hardware, seals against external oil leakage, disc-drive-module top-cap bearing housing assemblies - clockwise and counter-clockwise, pinion shaft gears, bearings, bearing shims, washers, attachment hardware, seals against external oil leakage, disc-drive-module housing spacers and module interconnecting drive shafts, disc outerbar assembly tie-bolts (threaded rod), disc outerbar pivoting arm mounts, and end caps. Excludes models DB 310/312, MegaCutter, and HM series.
- 4) Extended metal detector warranty. This 60-month extended warranty warrants that forage harvesters equipped with functioning electronic metal detection systems will be protected from damage caused by the entrance of ferrous metal. This coverage applies only to the components damaged by the detector failure. The coverage does not include coverage of the failed detector components. Metal detector components are covered during the base warranty period only.
- 5) Extended warranty of gearbox is provided directly by the manufacturer for 80 months
- 6) Extended frame warranty covers hitch and main frame weldments, wing frame weldments, and rockshafts.
- 7) Extended warranty of main frame structure including entrance platform, front and rear axle weldments, boom weldments including lift arms, rear differential, planetary drives, drop box drives, hydrostatic transmission, wheel motors, and stainless or poly product tanks.
- 8) Extended warranty of engine assembly, transmission clutch assembly, rear differential, front differential (4x4 models), main frame assembly, bed box hydraulic dump kit, and Custom Cab assembly and door.
- 9) Sides and floors are protected against rust, corrosion, glue line separation of the polyethylene overlay to the plywood, and de-lamination failure of the layers of the plywood sheet. This coverage is for the spreader floor (white fiberglass or black plastic) and spreader sides (does not include front panel, rear end gate, shielding, etc.).
- 10) Definition of Severe Application: Severe duty applications include but are not limited to Forestry, Demolition, Scrap & Waste Recycling, Mining and Landfills. Misrepresenting the application in which the product will be used on the Warranty Registration, will void Warranty.

See pages 2-3 for important limitations and exclusions

Operator's Manual / Warranty Receipt Verification

- YES ☐ / NO ☐ The selling dealer has reviewed the correct operator's manual with me and will provide the operator's manual upon delivery of the product.
- YES ☐ / NO ☐ The selling dealer has explained safety precautions to me.
- YES ☐ / NO ☐ The selling dealer has explained the warranty terms and coverage to me.
- YES ☐ / NO ☐ The selling dealer has explained Purchased Protection Plan options for additional coverage on select components.
- YES ☐ / NO ☐ Customer acknowledges that CNH Industrial America LLC/CNH Industrial Canada Ltd. may access and use diagnostic and telematics vehicle data for appropriate business purposes.

Model:	Serial Number:
RETAIL SALE Date / Hours:	Operator Manual Number:
	Attachment Serial Number(s):
Purchaser Name (please print):	Dealer Name:
Address:	Address:
City / State / Province:	City / State / :
Zip / Postal code:	Zip code:
Phone Number:	Phone Number:

The answers checked above are correct. By signing this form, I acknowledge that I have read and I accept this warranty policy statement and understand the safety precautions to take while using this piece of equipment.

Purchaser Signature _____ Date _____

Dealer Signature _____ Date _____

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, NH will pay parts and labor costs to repair the defect if the services are performed by an authorized NH dealer at the dealer's location. If parts are needed during the repair, NH will, at its option, use genuine NH new or remanufactured parts. NH replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the NH Replacement Parts Warranty, whichever is longer.

NH PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The NH Warranty is limited to the written terms in this document. NH does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any NH product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

EXCLUSIVE REMEDY

THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A NH DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

This Warranty is Void If:

- The unit's hour meter is changed or altered, unless a NH dealer, at the direction of NH, changed the meter.
- The unit is used in an application for which it is not designed or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions

The NH Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

THIS DOCUMENT CONTAINS THE ENTIRE NH WARRANTY. NH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NH WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.

See next page for important limitations and exclusions

Owner's Responsibility

The NH warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product operator's manual and the unit is operated within its rated capacity. Genuine NH service parts or NH approved service parts that meet NH specifications must be used for maintenance and repair.

What's Not Covered

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e., outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a campaign or program.
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by NH.
- Repairs arising from any unauthorized modification to the product or the use of non-CNH Industrial parts, implements, or attachments, including but not limited to performance changing (i.e., increasing horsepower or other modifications) and/or emissions defeating modifications.
- Removal, replacement, or installation of non-NH optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop loss, equipment rental, crop damage, contract delay, project expenses, or other expenses or damages.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/ adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit
- Cost associated with cleaning of machine in preparation for servicing