

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Grounds Maintenance

CONTRACT NUMBER 5111915

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Terrain King Corporation

Mailing Address: PO BOX 549

City: Seguin

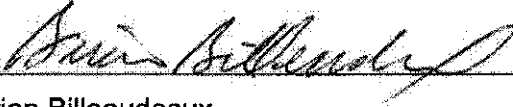
State: Texas

Zip: 78156

Telephone Number: (800) 882-5756

Fax Number: (800) 882-5758


Email Address: bids@terrainking.com


Authorized Signature: 

Printed Name: Brian Billeaudeaux

Position: VP, Division Controller

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 11-19-2015
TIPS Authorized Signature Date

 11-19-2015
Approved by Region VIII ESC Date

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, Office Manager	Contact
Phone	(903) 575-2608			Department
Fax	(866) 929-4402			Building
Bid Number	5111915	Department		Floor/Room
Title	Grounds Maintenance	Building		Telephone
Bid Type	RFP			Fax
Issue Date	09/01/2015	Floor/Room		Email
Close Date	10/9/2015 3:00:00 PM CT	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Terrain King Corporation
 Address PO BOX 840341
 Dallas, TX 840341

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (830) 372-9576
 Fax 1 (800) 882-5758
 Email
 Submitted 10/9/2015 1:56:32 PM CT
 Total \$0.00

Signature Ms. Melanie De Leon

Email bids@terrainking.com

Supplier Notes

Note: Sara gave us authorization to refer end users to our catalogs within the pricing spreadsheet and email our signature separately to avoid confusion.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Terrain King™, established in 1971, was an early pioneer in the manufacture of flex-wing mowers for governmental roadside maintenance. Our long history in the North American municipal market has resulted in the introduction of the only mid-mounted boom mower recognized by Kubota as a "PERFORMANCE MATCHED" factory authorized implement.
6	Primary Contact Name	Primary Contact Name	Melanie Deleon
7	Primary Contact Title	Primary Contact Title	Contracts Manager
8	Primary Contact Email	Primary Contact Email	bids@terrainking.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8303729594
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8303790864
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Nathan Moczygemba
13	Secondary Contact Title	Secondary Contact Title	Product Representative
14	Secondary Contact Email	Secondary Contact Email	bids@terrainking.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8303729594
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8303790864
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Anna Gutierrez
19	Admin Fee Contact Email	Admin Fee Contact Email	bids@terrainking.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8303729594
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Melanie Deleon

22	Purchase Order Contact Email	Purchase Order Contact Email	bids@terrainking.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8303729594
24	Company Website	Company Website (Format - www.company.com)	www.terrainking.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-2919365
26	Primary Address	Primary Address	1502 East Walnut Street
27	Primary Address City	Primary Address City	Seguin
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	78155

30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

airport
airport field
airports
Alamo
Alamo Group
Alamo Group TX
alamo mower
alamo mowers
arm mower
attachment
attachment head
bat wing
bat wing mower
batwing
batwing mower
Boom
breakaway
brush cutter
Brush-cutter
cable control
cutter
cutter bar
cutter shaft
cutterbar
cutterbar
cuttershaft
cutting edge
cutting edge safety program
cutting head
cutting head
cutting heads
ditch bank
ditch-bank
Ditcher
equipment training
finishing mower
Flail
flail king
gear pump
grass flail
Ground Maintenance
Grounds Maintenance
heavy duty
heavy equipment
highway maintenance
hitch
hydraulic
hydraulic arm
hydraulic boom
hydraulic equipment
hydraulic flail
hydraulic rotary
hydro
hydro clipper
Industrial mowing equipment
interstate
joystick control
KB series
KB series boom
KB1800
KB21
KB2200
KEYWORDS TK
kingpost
KSB6
KSM60
KSM60F

KSM74F
KSM88F
kubota
Land clearing
Land-clearing
land-clearing equipment
manicured
mid mount boom
mid mount slope mower
mid mount slopemower
mid mounted boom
mid-mount boom
mid-mounted boom
mower safety
mower training
Mowers
Mowing Attachment
Mowing Equipment
OEM parts
offset slope mower
operator training
optional attachment
original equipment manufacturer
parts
parks
parts
performance parts
piston pump
point mower
quick hitch
rear mount boom
rear mounted boom
rear-mount boom
rear-mounted boom
replacement parts
right of way
right of way clearing
right-of-way
right-of-way clearing
road side mower
Roadside
road-side
Roadside Maintenance
road-side maintenance
road-sides
Rotary
rotary cutter
rotary head
safety training
shredder
sickle bar
sickle mower
Sicklebar
side arm mower
side boom mower
side flail
sidearm mower
slope mower
slopemower
slope-mower
solutions
T.M.O.S.T
telescopic
Telescopic Boom
Terrain King
terrain king mower
terrain king mowers
terrain master

TK
 TMOST
 tractor
 Tractor Mounted Mower
 tractor mower
 Tractor mower operator safety
 training
 tractor training
 training
 tree cutter
 tree cutters
 tree cutting machine
 treecutter
 treecutters
 vegetation control
 Vegetation Management

31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Seguin
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No

- 43 Start Time Average start time after receipt of customer order is ____ 90
working days?
- 44 Years Experience Company years experience in this category? 44
- 45 Resellers: Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. Yes
- 46 Prices are guaranteed for? (__ Month(s), __ Year(s), or Term of Contract) (Standard Term of Contract term is "Term of Contract")

Line Items

Response Total: \$0.00

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Terrain King Corporation

Vendor Address: 1502 East Walnut Street, Seguin, TX 78155

Vendor E-mail Address: bids@terraining.com

Vendor Telephone: 800-882-5756

Authorized Company Official's Name: Brian Billeaudeaux

Signature of Company Official: 

Date: 10-08-15

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Town of Hornellsville	Arkport	NY	Jason Emo	607-324-0106
Coastal Machinery	Pensacola	FL	Chris Dixon	850-982-1770
Salem Township	Berwick	PA	Steve Bodnar	570-441-0286
Hall County	Gainsville	GA	Jimmy Hightower	770-531-6824

TERRAIN KING

Limited Warranty

1. Limited Warranties

- 1.01. Terrain King ("Manufacturer") warrants for one year from the purchase date to the original non-commercial, governmental, or municipal Purchaser and warrants for six months to the original commercial or industrial purchaser ("Purchaser", as applicable) that the goods Purchased are free from defects in material or workmanship.
- 1.02. Manufacturer will replace for the Purchaser any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship during the applicable warranty period.
- 1.03. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine, or expendable items such as blades, shields, guards, or pneumatic tires except as specifically found in your operator's manual.
- 1.04. No employee, agent, dealer, or other person is authorized to give any warranties of any nature on behalf of Manufacturer.

2. Remedies And Procedures

- 2.01. This limited warranty is not effective unless the purchaser returns the registration and warranty form to Manufacturer within 30 days of purchase.
- 2.02. Purchaser claims must be made in writing to the authorized dealer ("dealer") from whom Purchaser purchased the goods or an approved authorized dealer ("dealer") within 30 days after Purchaser learns of the facts on which the claim is based.
- 2.03. Purchaser is responsible for returning the goods in question to the dealer.
- 2.04. If after examining the goods and/or parts in question, Manufacturer finds them to be defective under normal use and service due to defects in material or workmanship, Manufacturer will:
 - (A) repair or replace the defective goods or part(s) or
 - (B) reimburse Purchaser for the cost of the part(s) and reasonable labor charges (as determined by Manufacturer) if Purchaser paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Manufacturer. The choice of remedy shall belong to Manufacturer.
- 2.05. Purchaser is responsible for any labor charges exceeding a reasonable amount as determined by Manufacturer and for returning the goods to the dealer, whether or not the claim is approved. Purchaser is responsible for the transportation cost for the goods or part(s) from the dealer to the designated factory.

3. Limitation Of Liability

- 3.01. MANUFACTURER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.02. MANUFACTURER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS.
- 3.03. EXCEPT AS PROVIDED HEREIN, MANUFACTURER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, MANUFACTURER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.
- 3.04. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

4. Miscellaneous

- 4.01. Proper venue for any lawsuits arising from or related to this limited warranty shall be only in Guadalupe County, Texas.
- 4.02. Manufacturer may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
- 4.03. If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.04. Applicable law may provide rights and benefits to Purchaser in addition to those provided herein.

Keep for your records

Attention: Purchaser should fill in the blanks below for his reference when buying repair parts and/or for proper machine identification when applying for warranty.

Terrain King Implement Model _____ Serial Number _____
Date Purchased _____ Dealer _____

Attention:
Read your operator's manual



Terrain King
1502 E WALNUT ST
SEGUIN TX 78155-5202
800-882-5756



PERFORMANCE MATCHED
TO KUBOTA TRACTORS



PERFORMANCE PARTS

There are many reasons our OEM parts are the only ones recommended by us, starting with our 45 plus years of experience building parts.

All parts are not created equal. Before you settle on an imitation part, know this, Terrain King parts offer the safety, durability and warranty protection you expect.

- We design and build to exact specifications requiring strict chemical strength and performance characteristics. ***OEM parts have the exact fit and finish of the parts you are uninstalling.***
- Terrain King performance parts meet the rigid guidelines necessary to satisfy warranty requirements. Using anything less means you are not maintaining the structural, operational and safety integrity of your equipment. ***OEM parts are backed by the company who built your equipment.***
- Terrain King parts are tested to meet SAE & ASAE safety standards. We take pride in manufacturing quality parts that consistently test above and beyond the industry standards. ***OEM parts offer the quality you have come to expect.***

- Our factory trained parts professionals will offer the highest level of expertise and are available to answer any questions and have firsthand knowledge of our complete line of equipment. ***You have access to inventory and expertise locally and from the factory.***
- We are proud to offer \$5,000,000 liability insurance coverage standard for all wholegoods and OEM parts in current production. ***How can you afford not to buy OEM?***



PURCHASING SOLUTIONS



Terrain King understands your total cost of ownership (TCO).

We know the acquisition costs account for approximately 25 to 40 percent of the total cost for most products and services.



The balance and majority of your spend comprises operating, training, maintenance, warehousing, environmental, quality, and transportation costs as well as the cost to salvage the product's value later on.

We can help you identify your TCO and we have established ways, with you in mind, to help you reduce your total cost of ownership.

- We have alliances with our key suppliers to help keep our costs low.
- We participate in numerous national purchasing association and fleet management shows to learn and stay on top of the challenges facing you.
- We hold many co-operative purchasing contracts.
- We hold numerous state and local contracts.
- We optimize our authorized dealer network to support you locally.
- We meet with you and listen to your needs and work with you to find the best solution.
- We can leverage other Alamo Group company products to support your additional roadside equipment requirements. Our focus in being in your supply chain is to help you be the "Best in Class."



Terrain King™, established in 1971, was an early pioneer in the manufacture of flex-wing mowers for governmental roadside maintenance. Our long history in the North American municipal market has resulted in the introduction of the only mid-mounted boom mower recognized by Kubota as a “**PERFORMANCE MATCHED**” factory authorized implement.

In May 2009, Terrain King™ and Kubota Tractor Corporation entered into a Marketing Agreement to manufacture, distribute and service Terrain King products exclusively through select Kubota dealers. The prestigious “**PERFORMANCE MATCHED**” approval indicates the implements have been tested by the Kubota Corporation Engineering Department in Japan and have an Allied Engineering Release on file that documents the testing and the final approval procedures.

When you work with us, you will find employees from production to our executive managers who are hands-on and fully engaged in the day to day operations. We are constantly looking for ways to make your job easier and to offer you the equipment and training you need to work more efficiently and safely. Our network of dealers is selected with you in mind to give you the full coverage and services you expect to receive locally.

We are a member company of Alamo Group headquartered in Seguin, Texas, a global leader in the design and manufacture of high quality agricultural equipment and infrastructure maintenance equipment for governmental and industrial markets. In 2012, Alamo Group was selected by Forbes as one of America's Most Trustworthy Companies.



IF YOU RUN MOWING EQUIPMENT, SAFETY IS YOUR #1 CONCERN.

The challenge is finding a partner that can bring solutions to the table. You need relevant training on the products your operator's actually run, all delivered with a lasting impression.

We can be your partner and our solution is T.M.O.S.T. Tractor Mower Operator Safety Training

What is T.M.O.S.T.?

- It is an 8 hour “conversation” on safety which includes both classroom and hands-on training with your actual equipment.
- It is based upon the strict guidelines of the American Equipment Manufacturers Association (AEM).
- It covers any and all industrial mower and agricultural tractor manufacturers.
- It is conducted at your local Terrain King authorized dealer or at your location.
- Pre and Post Course testing is done on all participants giving you an instant measurement of the course affectivity.
- Each participant receives a certificate displaying they have successfully completed all 8 hours of safety related coursework.

Other solutions we can partner with you to cover your training needs include:

T.M.O.S.T. 2.5

Our condensed version of the classic T.M.O.S.T. course.

Workplace Safety and Personal Responsibility

Enhance your personal growth and improve team effectiveness in our 3 hour workshop.

Operator and Technician Service Tips

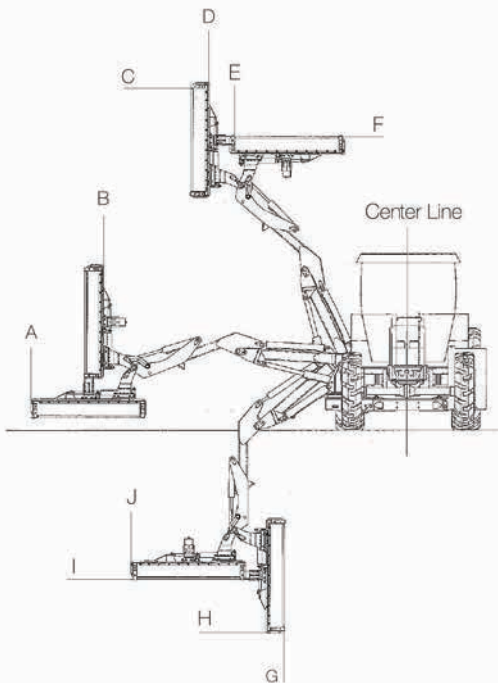
The one day training topics are geared to help you reduce the equipment down time and allows you to learn preemptive problem resolution and parts inventory control for your Terrain King equipment in your fleet.

Your proactive decision to train supports your commitment to providing a safe, hazard free work environment for all your employees. We want to be your partner to meet your commitment.



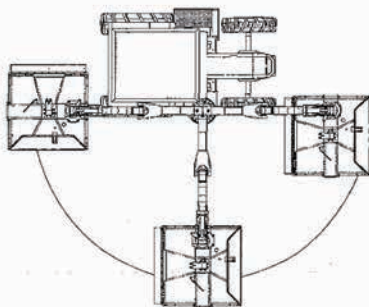
KB1800 / KB200 Boom Mowers

- Turret-mounted design for maximum boom stability and endurance
- Tubular structural steel boom design with plate steel reinforcement
- Gear type fixed displacement pump



	KB1800	KB2200
A	18'	22'
B	16' 2"	18' 6"
C	17' 1"	19' 7"
D	10' 8"	13' 4"
E	6' 7"	11' 2"
F	14' 6"	17' 3"
G	6' 2"	8' 2"
H	9' 8"	12' 1"
I	7' 4"	9' 7"
J	13' 5"	15' 6"

Note: Variations in tractor model and / or tire size may cause some deviations in the dimensions shown. Vertical dimensions from ground level. Horizontal dimensions from center line of tractor.



KB1800 and KB2200 Booms Rotate 180° (KB2200 with 60° swivel rotary head shown.)



KB1800 & KB2200 Control Options

- Available in cable-controlled and joystick controlled versions



Rotary Head

- Available with 50" or 60" cutting swath
- Designed for cutting brush up to 5" in diameter
- Available with optional head swivel



HD Flail Head

- 48" cutting swath
- Cut vegetation up to 4" in diameter
- Available with optional grass-type cuttershaft
- Available with optional head swivel



Grass Flail Head

- 60" cutting swath
- Rated for cutting vegetation up to 2" in diameter
- Available with optional head swivel



Saw Blade Head

- Available with 69" or 90" cutting swath
- Cut brush and trees up to 4" in diameter



M22 Maintainer Head

- 20" cutting wheel with replaceable knives
- Heavy duty head for eliminating water flow problems by removing dirt and debris from roadway ditches and waterways



Quick Hitch System

- Change cutting heads in the shop or field in 10 minutes or less
- Mounts with KB1800 and KB2200 booms



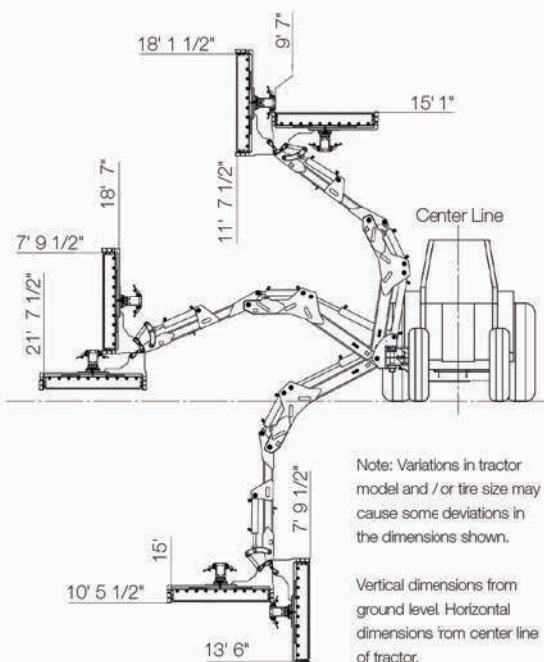
KB21 Boom Mower

- Heavy duty mid mount kingpost design with low center of gravity
- Bolted frame design structurally ties front bolster to rear axle plates



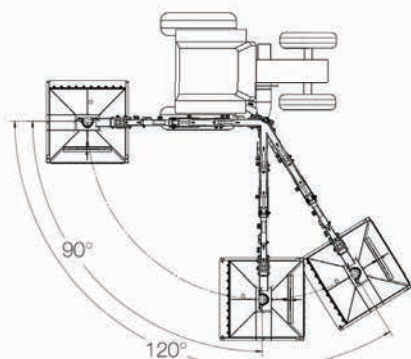
KB21 Rotary Head

- 60" cutting swath
- Heavy duty reinforced deck
- Center-feed door for aggressive cutting
- Heavy duty blade bar



KB21 Joystick Controls

- Exclusive joystick design for the KB21 boom
- Allows for precise boom control
- Ergonomic design provides comfortable grip



KB21 Cable Controls

- Standard cable operated controls allow for economical entry level pricing
- Classic, time-tested design with smooth control



Terrain Master - Side Mounted Flail

- Hydraulically driven 62", 74", or 88" flail-type head
- Adjustable cutting height from 1/2" to 6"
- Cutting capacity: 1" grass and brush



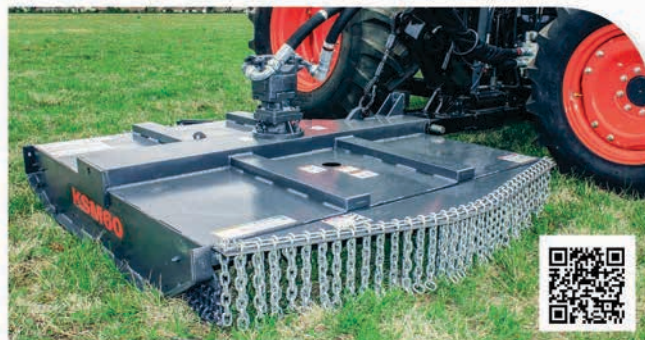
KSMF Series - Side Mounted Flail

- Hydraulically driven flail-type cutting head
- Available in 60", 74" and 88" cut widths
- Adjustable cutting height from 1.5"
- Optional breakaway



Terrain Master - Multi-Section Flail

- Multi-section cutting from 74" to 21.7'
- Wings feature automatic shutoff when raised



KSM60 - Side Mounted Rotary

- Hydraulically driven 60" rotary cutting head
- Adjustable cutting height from 1.5"
- Cutting capacity: 2" grass and brush material



Flail King - Rear Mounted Flail

- Mechanically driven flail-type cutting unit available in mowing widths of 62", 74", 88", or 96"
- Adjustable cutting height from 1/2" to 6"



KSB6 - Side Mounted Sickle Bar

- Available in 6' length
- Tilt angle of 90° up to 75° down
- Cuts up to 1/2" grass and light brush

TERRAIN KING™

Engineering Practical Solutions™

A Member of Alamo Group

COMMITTED TO EXCELLENCE

Since 1971, Terrain King™ has set the standard for excellence in the vegetation management industry. Our rich history and clever innovations are only part of our identity. Our real strength comes from quality, not only with our reliable equipment but in our customer service as well. When you work with Terrain King, you'll find representatives who care about making the process easy for you, from order to delivery. Our ultimate goal is to offer the best equipment and parts solutions possible for your vegetation control needs. Anything else would be unacceptable.

