Toro Contract Documentation

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Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services, and Equipment

City of Mesa, AZ
Contract Number: 2017025

April 1, 2017 through March 31, 2022
Option to renew for two (2) additional one-year periods through March 31, 2024
RENEWED THROUGH March 31, 2024

Executive Summary

- Executive Summary
- Pricing

Master Agreement Documents

- Official Signed Contract
- New Jersey LFN Packet
- Federal Funds Certification
- Contract Amendments

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Amendment 1
- RFP Amendment 2
- Proof of Publication

Previous Contract

- Previous Contract

To reach the website: https://www.omniapartners.com/suppliers/the-toro-company/public-sector/contract-documents?hsCtaTracking=2ce1828e-5858-4436-af4a-ca6adec43238%7C07245c18-2fda-4c78-8997-11a3f7ce5190

mesa·az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment
Contract Number: 2017025 **MA/PO Number:** 17000319
Amendment Number: 1
Description of Change: Add a new category of "LCE Snow Equipment" with a 20% discount off of MSRP.

[redacted]

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

Brad Hamilton
Printed Name

7/1/2018
Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, ou=Business Services Department, email=ed.quedens@mesaaz.gov, c=US
Date: 2020.05.19 14:06:31 -07'00'
Adobe Acrobat Reader version: 2020.009.20063

City Manager Designee

Date

Reviewed by:

Jess Romney, CPPB
Procurement Officer

mesa·az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 2

Description of Change: add the Ventrac 4500 product line with a 12% discount off of MSRP.

[redacted]

Effective Date of Change: 5/5/2020

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Brad Hamilton
Signature

Brad Hamilton
Printed Name

5/15/2020
Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, ou=Business Services Department, email=ed.quedens@mesaaz.gov, c=US
Date: 2020.05.19 07:08:58 -07'00'
Adobe Acrobat Reader version: 2020.009.20063

City Manager Designee

Date

Reviewed by:

Jess Romney, CPPB
Procurement Officer

Toro Company Pricing

The award provides discount off Toro's current year MSRP on the following Toro equipment:

- Commercial Sports Fields, Grounds and Golf Course Maintenance Equipment **21.8% off** current year MSRP
- Related Equipment Parts up to **50% off**
- Used Equipment dependent on age, hours and condition
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories **40% off**
- Irritrol Irrigation Wholegoods, Attachments and Accessories **40% off**
- Rainmaster Irrigation Wholegoods, Attachments and Accessories **17%-30% off**
- Sentinel Irrigation Wholegoods **30% off**
- Residential Landscape Contractor Equipment (LCE) Wholegoods, Attachments and Accessories **27% off**
- Residential Landscape Contractor SNOW Equipment (LCE SNOW) and Attachments **20% off**
- Site Works Systems (SWS) Equipment Wholegoods, Attachments and Accessories **17% off**
- Boss Equipment, Attachments and Accessories **25% off**
- Ventrac Wholegoods, Attachments and Accessories **12% off**
- Allied Products Provided by Third Party not to exceed list price

Smart Value Program:

In addition to the discount off of Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. This program provides the customer with a level of dollars available to be used to purchase additional whole goods, accessories, attachments, parts or extended warranty based on the volume of purchase.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, **click here**.

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CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 3

Description of Change: Add the Bullseye product line with a 5% discount off of MSRP. And make the following changes to the MSRP Discounts:

	Current discount	Adjusted discount	# of Products
ResCom Irrigation	**40% off MSRP**	**No change**	**856**
Irritrol	**40% off MSRP**	**No change**	**272**
Large Comm'l Rotors	**40% off MSPR**	**15% off MSRP**	**70**
Toro Sentinel	**30% off MSRP**	**35% off MSRP**	**260**
Rain Master Whole Goods (RA)	**15% off MSRP**	**35% off MSRP**	**540**
Rain Master Parts (RB)	**15% off MSRP**	**0% off MSRP (no discount)**	**152**

[redacted]

Effective Date of Change: 3/1/2021

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

Brad Hamilton

Printed Name

February 24, 2021

Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2021.02.25 13:14:59 -07'00'
Adobe Acrobat version: 2020.013.20074

City Manager Designee

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Officer II

mesa az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 4

Description of Change: Change in Commercial Equipment Discount Rate:

	Current discount	Adjusted discount
Commercial Equipment	**21.8% off MSRP**	**22% off MSRP**

[redacted]

Effective Date of Change: 4/15/2021

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

Brad Hamilton

Printed Name

April 12, 2021

Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2021.04.12 10:49:29 -07'00'
Adobe Acrobat version: 2020.013.20074

City Manager Designee

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Officer II

mesa·az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 5

Description of Change: Add the Ventrac SSV product line with a 5% discount off of MSRP.

[redacted]

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

JON STODOLA

Printed Name

7/6/2021

Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2021.07.06 07:41:18 -07'00'
Adobe Acrobat version: 2021.005.20048

City Manager Designee

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Officer II

mesa·az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 6

Description of Change: Add the eXmark product lines and accessories with a 27.5% discount off MSRP for wholegoods and a 15% discount off MSRP for accessories.

[redacted]

Effective Date of Change: 8/1/2021

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

Brad Hamilton

Printed Name

August 11, 2021

Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2021.08.11 13:32:44 -07'00'
Adobe Acrobat version: 2021.005.20048

City Manager Designee

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Officer II

mesa az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 7

Description of Change: One (1) year renewal (April 1, 2022 thru March 31, 2023)

[redacted]

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

Brad Hamilton

Printed Name

10/22/2021

Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2022.01.11 16:16:09 -07'00'
Adobe Acrobat version: 2021.007.20099

City Manager Designee

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Officer II

mesa·az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 8

Description of Change: Add the "Toro Specialty Vehicles" product line with a 7% discount off of MSRP.

[redacted]

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

Brad Hamilton

Printed Name

March 14, 2022

Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2022.03.14 11:07:23 -07'00'
Adobe Acrobat version: 2022.001.20085

City Manager Designee

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

mesa·az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 9

Description of Change: Remove the eXmark product lines and accessories.

[redacted]

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

JON STODOLA

Printed Name

11/28/2022

Date

City of Mesa:

Signature

Edward Quedens
cn=Edward Quedens, o=City of Mesa, ou=Business Services Director / City of Mesa, email=ed.quedens@mesaaz.gov, c=US
2022.11.29 08:16:11 -07'00'

City Manager Designee

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

mesa·az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 10

Description of Change: On the BOSS product category, the Snowrator products (2-units) will have a flat $400 off MSRP. All other BOSS producte will have a 25% discount off of MSRP.

On the LCE product category, non-Toro allied products Coded with a (B) will have a 0% discount.

[redacted]

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Signature

Jon Stodola, Government Contracts Manager

Printed Name

12/19/2022

Date

City of Mesa:

Signature

Kristy Garcia for Ed Quedens

City Manager Designee

12/19/2022

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

mesa·az

CONTRACT AMENDMENT

Contract Title: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Contract Number: 2017025 **MA/PO Number:** 17000319

Amendment Number: 11

Description of Change: One (1) year renewal (April 1, 2023 thru March 31, 2024)

[redacted]

Effective Date of Change: 4/1/2023

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

The Toro Company:

Richard W Rodier
Signature

Richard W Rodier
Printed Name

1/24/2023
Date

City of Mesa:

Signature

Edward Quedens
cn=Edward Quedens, o=City of Mesa, ou=Business Services Director / City of Mesa, email=ed.quedens@mesaaz.gov, c=US
2023.01.24 08:56:21 -07'00'

City Manager Designee

Date

Reviewed by:

Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

Toro Company Pricing

The award provides discount off Toro's current year MSRP on the following Toro equipment:

- Commercial Equipment **22% off**
- Specialty Vehicles **7% off**
- Bullseye Products **5% off**
- Landscape Contractor Equipment (LCE) (A) **27% off**
- LCE Allied Products (B) **0% off**
- Landscape Contractor SNOW Equipment (LCE SNOW) **20% off**
- Site Works Systems (SWS) Equipment **17% off**
- Boss Equipment **25% off**
- Boss Equipment (Snowrator Units Only) **$400 off**
- Ventrac 4520 Wholegoods, Attachments and Accessories **12% off**
- Ventrac SSV Products **5% off**
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories **40% off**
- Irritrol Irrigation Wholegoods, Attachments and Accessories **40% off**
- Rainmaster Irrigation Wholegoods (RA) **35% off**
- Rainmaster Irrigation Parts (RB) **0% off**
- Sentinel Irrigation Wholegoods **35% off**
- Large Commercial Rotors **15% off**
- Used Equipment dependent on age, hours and condition
- Allied Products Provided by Third Party not to exceed list price

Smart Value Program:

In addition to the discount off of Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. This program provides the customer with a level of dollars available to be used to purchase additional whole goods, accessories, attachments, parts or extended warranty based on the volume of purchase.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, **click here**.

City of Mesa, AZ

Contract 2017025

for

Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

with

The Toro Company

Effective: April 1, 2017

The following documents comprise the executed contract between The City of Mesa, AZ and the Toro Company, effective April 1, 2017:

I. Signed Contract
II. Council Approval
III. Negotiations
IV. Supplier Response
V. RFP Amendments
VI. Original RFP

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA CONTRACT NUMBER 2017025
GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Jess Romney, CPPB Procurement Officer
E-Mail	Jess.Romney@MesaAZ.gov
Telephone	(480) 644-5798
Facsimile	(480) 644-2655

AND

THE TORO COMPANY, ("Contractor")

Mailing Address	8111 Lyndale Ave South
	Bloomington, MN 55420
Delivery Address	
Attention	Peter Whitacre Regional Business Manager
E-Mail	Peter.Whitacre@Toro.com
Telephone	(952) 887-7936
Facsimile	

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this ___ day of March, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and The Toro Company, a(n) Delaware corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2017025** ("Solicitation") for **GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **April 1, 2017** and ending on **March 31, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    5.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

    5.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

    5.3 **Delivery.** City acknowledges that delivery will be made by contractor's dealers and/or distributors, which are independent businesses. Deliveries shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order.

2. **Scope of Work**. Except as otherwise specified in this Agreement, the Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits
        1. Mesa Standard Terms & Conditions
        2. Scope of Work
        3. Other Exhibits not listed above
    c. Solicitation including any addenda
    d. Contractor Response

5. **Payment.**

    5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

    5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

    The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

    No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

    Notwithstanding any of the other provisions in this Agreement, City acknowledges that products and services subject to this agreement, are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for its dealers and/or distributors. Contractor agrees to make the terms of this agreement known to applicable dealers and/or distributors and to use reasonable efforts to incent to provide goods and services to City or Participating Agency subject to the terms of this agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.

    5.3 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

        a. Contractor name, address, and contact information;
        b. City billing information;
        c. City contract number as listed on the first page of the Agreement;
        d. Invoice number and date;
        e. Payment terms;
        f. Date of service or delivery;
        g. Description of materials or services provided;
        h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
        i. Applicable Taxes
        j. Total amount due.

5.4 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.5 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

7. **Requirements Contract**. The Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase prior to the time any product within the purchase order has been shipped; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled the City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will

constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work
    - (B) Pricing / (B-1) MSRP/Discount Lists
    - (C) Mesa Standard Terms and Conditions
    - (D) National IPA Documents

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, Arizona, ou=Business Services Director, email=ed.quedens@mesaaz.gov, c=US
Date: 2017.03.21 15:07:12 -07'00'

Printed Name

Title

Date

THE TORO COMPANY

By _____

Brad Hamilton
Printed Name

VP, General Manager
Title

2/21/17
Date

Reviewed by:

_____
Signature

Jess Romney, CPPB
Procurement Officer

EXHIBIT A
SCOPE OF WORK

1. **INTENT:** It is the intent of the City of Mesa to enter into a contract with a supplier(s) for the purchase of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment. Qualified suppliers must have the capability to provide these products in all respects, in accordance with the Contract documents and to the satisfaction of the City.

2. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, as defined in Exhibit D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Exhibit D contains additional information on National IPA and the cooperative purchasing agreement.

   National IPA is a channel partner with Vizient (formally, Novation). Together we leverage over $100 billion in annual spend to command the best prices on products and services. With corporate pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a Nationwide Supplier and respond to the National IPA documents (Exhibit D).

   The City of Mesa anticipates spending approximately $550,000.00 over the term of the contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment purchased under the Master Agreement through National IPA is approximately $35 million. This projection is based on the current annual volume through the City of Mesa, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

3. **GENERAL REQUIREMENTS:**

   A. **QUALIFIED FIRMS:** Contractor should meet the minimum qualifications;

      1. Be an authorized distributor or manufacturer.
      2. Have a strong national presence in the grounds maintenance equipment industry.
      3. Have a distribution model capable of delivering products nationwide.
      4. Have a demonstrated sales presence.
      5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

6. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

B. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this Contract is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

1. Describe how your firm proposes to distribute the equipment, accessories, parts and provide services nationwide.

   Toro has 22 commercial distributors nationwide that handle product fulfillment to customers. These are in the form of distributors that work primarily with our Commercial Division equipment (golf and grounds) with exclusive territories, and hundreds of dealers that sell our Landscape Contractor (LCE), irrigation and Siteworks System (SWS), and BOSS snow products. Most of the distributors cover several states and have multiple offices. For instance; Simpson Norton Corporation, that services the City of Mesa, has offices in Goodyear, AZ; North Las Vegas, NV; and Albuquerque, NM.

   Toro Commercial products are manufactured in Tomah, Wisconsin and aggregated at our distribution center, also located in Tomah, for shipment to distribution. All of our distributors keep an inventory of products in local stock and can expect new shipments from Tomah within 6 - 30 days. The distributors then conduct any set-up and checkout of the products prior to shipment. Each distributor has exclusive and protected territory to sell Toro Commercial products to end users. Please refer to the Toro Distributor Listing attached for a listing of distributors and contacts.

2. Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

   Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.

3. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.

   All of Toro's Commercial products are manufactured in Tomah, WI and shipped from our warehouse in Tomah to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro Commercial channel has over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.

4. Identify the supplier(s) and their business location(s) that will service the City of Mesa's account.

   Typically equipment is setup and delivered to customer's designated delivery location 2 – 30 business days after receipt of the purchase order. Delivery times vary based on the type of equipment. Any delivery dates noted on the customer's PO are honored. If for some reason a deadline cannot be met, the salesperson will work closely with the customer to find a mutual solution. A Certificate of Delivery accompanies each piece of new Toro equipment. (See copy attached). The customer retains a copy along with a binder including operator and parts manuals along with any other documentation pertaining to that specific piece of equipment. Updates for delivery dates are communicated by the salesperson.

5. Describe your dealer network and their role in providing products, services, etc. under the contract.

   Simpson Norton Corporation has been a distributor for Toro equipment in Arizona since 1957. Their business is located in Goodyear, Arizona. There are four in-field technicians

that cover the Phoenix metro area, including the City of Mesa. There is a complete service shop with four bays located at the corporate office in Goodyear.

Shelly Spencer – Sports Fields and Grounds Manager for Simpson Norton Corporation. Shelly will be the main contact person for the City of Mesa. Shelly is responsible for all contracts offered by the Simpson Norton Corporation. She processes all orders and purchase orders.

Fred Balzarini-Territory Manager is the salesman for the City of Mesa. Fred will provide the City of Mesa with equipment recommendations, quotes and training on new equipment.

In-Field service technicians will be dispatched as needed for any service/warranty needs

C. **WARRANTY:** Contractor shall warrant that all equipment and parts labeled as new and furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

1. Detail any warranty and extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.

   Toro's standard Commercial Products Warranty states that "Your Toro Commercial product will be free from defects in materials or workmanship for two years or 1500 operational hours, whichever occurs first. Where a warrantable condition exists, we will repair the Product at no cost to you including diagnosis, labor, parts and transportation." Our standard Commercial Parts Warranty states 'your Toro Commercial Part to be free from defects in material or workmanship for ninety days, 1 year for complete engines."

   You can also purchase additional protection for your products through Toro Protection Plus (TPP). These are optional programs designed to provide you with budget protection and security after the initial 2 year warranty period. You can elect the Drive Train Protection or the Comprehensive Protection.,

   Drive Train Protection: This program covers the engine, transmission/transaxle including; hydrostatic pumps, valves and motors; drive axles/drive assemblies including; all parts contained in the drive axle, PTO housing, 4-wheel drive assemblies, hydraulic drive pumps, valves, steel lines and motors within the frame.

   Comprehensive Protection: This program covers all operational parts and assemblies for your mower, vehicle or other machinery against mechanical breakdown. The items not covered are; normal maintenance items, tune-ups, tires, batteries, blades, belts and hoses.

   Used Equipment
   Qualified used equipment can be covered with Toro Protection Plus Pre-owned.

   See Warranty documents as follows:

Toro General Commercial Product Warranty

A Two-Year Limited Warranty

Conditions and Products Covered

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly warrant your Toro Commercial product ("Product") to be free from defects in materials or workmanship for two years or 1500 operational hours*, whichever occurs first. This warranty is applicable to all products with the exception of Aerators (refer to separate warranty statements for these products). Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, parts, and transportation. This warranty begins on the date the Product is delivered to the original retail purchaser.
* Product equipped with an hour meter.

Instructions for Obtaining Warranty Service

You are responsible for notifying the Commercial Products Distributor or Authorized Commercial Products Dealer from whom you purchased the Product as soon as you believe a warrantable condition exists. If you need help locating a Commercial Products Distributor or Authorized Dealer, or if you have questions regarding your warranty rights or responsibilities, you may contact us at:

Toro Commercial Products Service Department
Toro Warranty Company
8111 Lyndale Avenue South
Bloomington, MN 55420-1196

952–888–8801 or 800–952–2740

E-mail: commercial.warranty@toro.com

Owner Responsibilities

As the Product owner, you are responsible for required maintenance and adjustments stated in your *Operator's Manual*. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

Items and Conditions Not Covered

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This warranty does not cover the following:

- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on, or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items.
- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain your Toro product per the Recommended Maintenance listed in the *Operator's Manual* can result in claims for warranty being denied.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts subject to consumption through use unless found to be defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greasable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc.
- Failures caused by outside influence. Conditions considered to be outside influence include, but are not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration.
- Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.

Parts

Parts scheduled for replacement as required maintenance are warranted for the period of time up to the scheduled replacement time for that part. Parts replaced under this warranty are covered for the duration of the original product warranty and become the property of Toro. Toro will make the final decision whether to repair any existing part or assembly or replace it. Toro may use remanufactured parts for warranty repairs.

Deep Cycle and Lithium-Ion Battery Warranty:

Deep cycle and Lithium-Ion batteries have a specified total number of kilowatt-hours they can deliver during their lifetime. Operating, recharging, and maintenance techniques can extend or reduce total battery life. As the batteries in this product are consumed, the amount of useful work between charging intervals will slowly decrease until the battery is completely worn out. Replacement of worn out batteries, due to normal consumption, is the responsibility of the product owner. Battery replacement may be required during the normal product warranty period at owner's expense. Note: (Lithium-Ion battery only): A Lithium-Ion battery has a part only prorated warranty beginning year 3 through year 5 based on the time in service and kilowatt hours used. Refer to the *Operator's Manual* for additional information.

Maintenance is at Owner's Expense

Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, and completing recommended maintenance are some of the normal services Toro products require that are at the owner's expense.

General Conditions

Repair by an Authorized Toro Distributor or Dealer is your sole remedy under this warranty.

Neither The Toro Company nor Toro Warranty Company is liable for indirect, incidental or consequential damages in connection with the use of the Toro Products covered by this warranty, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty. Except for the Emissions warranty referenced below, if applicable, there is no other express warranty. All implied warranties of merchantability and fitness for use are limited to the duration of this express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Note regarding engine warranty:

The Emissions Control System on your Product may be covered by a separate warranty meeting requirements established by the U.S. Environmental Protection Agency (EPA) and/or the California Air Resources Board (CARB). The hour limitations set forth above do not apply to the Emissions Control System Warranty. Refer to the Engine Emission Control Warranty Statement supplied with your product or contained in the engine manufacturer's documentation for details.

Countries Other than the United States or Canada

Customers who have purchased Toro products exported from the United States or Canada should contact their Toro Distributor (Dealer) to obtain guarantee policies for your country, province, or state. If for any reason you are dissatisfied with your Distributor's service or have difficulty obtaining guarantee information, contact the Toro importer.

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D. **MAINTENANCE FACILITIES:** The equipment specified in this contract is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor, or its dealers and/or distributors, is/are required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.

E. **VENDOR PARTS AND SERVICE:** The Contractor or its dealers and/or distributors will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall encourage its dealers and/or distributors to be capable of providing parts within twenty-four (24) hours and shall be capable of being on site to respond to service requests within twenty-four (24) hours unless otherwise communicated and accepted by City or Participating Agency.

F. **CATALOGS:** Within ten (10) days after contract award and after request from City staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.

G. **MODIFICATIONS OF TERMS:** Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract

4. **PRODUCT REQUIREMENTS:**

A. PRODUCTS: The Products to be included in this contract are as follows:

Toro offers a full line of mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero turn mowers, four wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field and general grounds maintenance. See attached brochures.

1. SPORTS FIELDS AND GROUNDS EQUIPMENT: A complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, and turf cultivation equipment.

   Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, and turf cultivation equipment.

2. GOLF COURSE MAINTENANCE EQUIPMENT: A complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment and turf cultivation equipment.

   Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment and turf cultivation equipment.

3. RELATED EQUIPMENT PARTS: A complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts.

   Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts.

4. USED EQUIPMENT: Provide access to quality used equipment.

Each of our distributors provide access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)

5. BALANCE OF LINE: Contractor may offer their balance of line for ground maintenance equipment items and accessories. The City reserves the right to accept or reject any or all balance of line items offered.

   We are also including our Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems, and BOSS equipment lines with our proposal.

B. CURRENT PRODUCTS: All products being offered in response to this contract and labeled as new shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this contract.

C. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification unless otherwise communicated and accepted by the City or Participating Agency.

D. EQUIPMENT/RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agencies Contract Representative.

E. EQUIPMENT STANDARDS AND GUIDELINES: All riding equipment must comply with appropriate ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers – www.sae.org) and OSHA (Occupational Safety and Health Administration – www.osha.org) standards for roll-over protection. All vehicles must comply with appropriate ANSI (American National Standards Institute – www.ansi.org) standards as related to operation on slopes.

F. SAFETY STANDARDS: The Contractor shall certify that the equipment being offered is designed and includes operating features that comply with the safety standard promulgated under the Federal Occupational Safety and Health Act (OSHA).

During the term of this Contract, should there be modifications in federal and/or state laws and regulations regarding safety standards or other specifications and marketing procedures for the contracted item(s), the City of Mesa reserves the right to amend the Contract to provide for the delivery of items which conform to such changes. As a result, the City will negotiate any necessary price changes with the Contractor. Should negotiations fail the City may cancel the Contract for the affected items.

G. SAMPLE EQUIPMENT SPECIFICATIONS (ATTACHMENT C): For each Item/Minimum Requirement, indicate “yes” or “no” under Comply. If you do not meet the Item/Minimum Requirement, indicate so in the “Exception” column and provide an explanation on why you don’t meet the requirement. Any deviations from the minimum requirements must be clearly presented on the table or in an attached letter.

The intent of the sample equipment specifications is to establish a baseline to compare equipment of similar commercial quality, function and purpose as well as provide a comparison of pricing offered. Equipment offered under this section will not be rejected for non-compliance with the specifications, but will be used to assist the evaluation committee in assessing comparable equipment offered for this contract.

The sample equipment listed is representative of the possible equipment the City foresees replacing during the life of the contract. As such, submit pricing as requested on the Price Page.

Submit with your offer the recommended preventative maintenance program (PMP) for each of the sample equipment specified below. Identify all parts/materials/supplies (provide part

numbers) necessary to complete the PMP as well as the unit pricing of each. Provide the expected useful life and salvage value for each piece of equipment. Provide a list and per unit price of typical repair parts replaced during a piece of equipment's useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.

5. **SERVICE REQUIREMENTS:** The Contract will include, but are not limited to the following.

A. **FINANCING:** Describe financing options available such as lease programs and conditional sales contracts.

1. Describe any government rebate programs that are offered.

State and local governments may develop programs to incent their constituents to purchase alternative fuel products. Each agency would need to inquire with their state or local government agency to determine any current program. Toro will work with each agency to provide the required product for the rebate offered.

B. **TRADE-INS:** Describe in detail the proposed trade-in program.

C. **SAFETY:** All vendors performing services for the City or cooperative agencies are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The supplier shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

D. **TRAINING:** The Contractor shall provide training for City of Mesa and other participating agency operators and service technicians at no cost to the City or agency. The Contractor will provide the following training for each equipment purchase:

- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.
- Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.
- The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.

2. Describe how equipment training will be conducted.

The Toro Company offers in-depth factory training at a reasonable cost to the end user. This training takes place at Toro's headquarters in Bloomington, MN. The dates vary year by year. Simpson Norton's salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by Simpson Norton and the educational content varies depending on the end user's needs. Group training is offered by Simpson Norton each year. Dates and cost of training vary from year to year. Simpson Norton offers training Monday-Friday during normal business hours (excludes holidays). Certificates of completion are issued to each attendee after completion of training classes.

3. Describe the training curriculum for the equipment operators.

All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Operator safety training for all product is offered in one or more of the following media: DVD, online video or paper manual, and provided with each new piece of equipment.

4. Describe the training curriculum for the service technicians.

The Toro World Headquarters offers factory training, including a Turf Technician Course. Topics include the following:

- *Cutting Unit Technology: Cutting unit set-up and adjustments*

- *Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting and testing*
- *Tier4 Engine Systems: Overview of why and how they work*
- *Spray Systems: Components, operation and calibration*
- *Preventive maintenance systems, myTurf, TLC, Parts, and Toro Information Systems*
- *Open forum and a tour of Toro's development and testing labs*

5. How will you accommodate various work shifts?

   Simpson Norton offers training Monday-Friday during normal business hours (excludes holidays). Additional arrangements can be accommodated upon request.

6. What type of documentation is provided with the proposed training?

   Operator manuals, repair manuals, etc. are provided with each new piece of equipment. Certificates of completion are issued to each attendee after completion of training classes.

E. **DELIVERY:** For City of Mesa purchases, equipment shall be delivered to various City of Mesa locations**.** All deliveries shall be made Monday through Thursday from 8:00 a.m. to 1:00 p.m., Mountain Standard Time. The Contractor shall be required to give the City a minimum of twenty-four (24) hour notice prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

   The following documents are due upon delivery to the City or participating agency:

   1. M.S.O. (Manufacturer Statement of Origin)
   2. Warranty document
   3. Required manuals
   4. Title

F. **REPAIR SERVICES:** The ability to provide repair services through authorized manufacturer's facilities or other avenues.

   1. Provide detailed information explaining your service capabilities.

      Toro utilizes our channel partners to provide service and support to our end user customers. For our Commercial division we have 22 distributors in the United States with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warrantee issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns and developing action plans for improvement.

      We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customers opinion of our service and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.

   2. Provided detailed information explaining the service capabilities of your authorized dealers.

      Simpson Norton's service area covers the entire State of Arizona, New Mexico, Las Vegas, NV (Clark County) and parts of western Texas including El Paso and surrounding communities. Simpson Norton has a fleet of in-field repair trucks that will

perform repair services on equipment at job site for both warranty and non-warranty repairs. Our Goodyear facility staffs seven full-time service technicians and staffs two full-time service technicians in our Las Vegas facility. Simpson Norton has two full-time in-field techs that reside in New Mexico. All Toro's Commercial distributors nationally have similar capabilities and resources.

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than twenty-four (24) hours.

   Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age and condition. The distributor can provide pricing for these programs on a local level. Our distributors try to accommodate customers with a loaner when equipment is down.

4. Describe your preventative maintenance program (PMP) for each of the sample equipment. Provide the expected useful life and salvage value for each piece of equipment. Provide a list and per unit price of typical repair parts replaced during a piece of equipment's useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.

   Our experience shows that annual usage for the Southwest part of the United States is about 800 hours per year. Usage of equipment such as utility vehicles and bunker rakes is much less than that. We have included our preventive maintenance schedules and typical replacement parts such as filters and best for each of the pieces identified in Attachment C. As far as useful life and salvage value, there are so many variables that go along with this that it is difficult to provide information. It is dependent on how you operate the equipment, the conditions in which you operate and the maintenance practices performed. We will note that Toro equipment typically has a higher residual value for off-lease items than our competitors.

G. **CUSTOMER SUPPORT SERVICES:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

EXHIBIT B
PRICING

1. Describe in detail the proposed business pricing model(s). Include all pertinent details (formulas, definitions, data, audit criteria, etc.) to explain the benefits of the proposed model. Discuss how a participating agency will be able to verify (audit) that the net pricing received conforms to the model.

   We have six Business Units represented in this proposal.

   1. The Toro Commercial Division pricing will be 21.8% off current MSRP of all wholegoods, attachments and accessories.
      - For the City of Mesa, the Parts Program will consist of offering discounts on high usage parts such as belts, filters, tires, etc. The discount on these 'Performance Parts' varies by product group but ranges up to 50% off retail. These prices are reflected in the Parts pricing in Attachment A
   2. The Toro **Landscape Contractor Equipment (LCE)** Division pricing will be 27% off current MSRP for their landscape contractor wholegoods, attachments and accessories.
   3. The Toro **Siteworks Systems Division (SWS)** pricing will be 17% off current MSRP for wholegoods, attachments and accessories.
   4. Golf Irrigation will be 40% off MSRP for all wholegoods, attachments and accessories.
   5. Residential Commercial Irrigation will be:
      - Irritrol; 40% off MSRP on wholegoods, attachments and accessories.
      - Rainmaster: 17% to 30% off MSRP on wholegoods, attachments and accessories.
      - ResCom : 40% off MSRP on Wholegoods, attachments and accessories.
      - Sentinel: 30% off MSRP on wholegoods, attachments and accessories.
   6. BOSS: 25% off MSRP on wholegoods, attachments and accessories.

   We request that our dealers and/or distributors have the ability to add attachments and accessories designed for use on Toro products but manufactured by a third party. These are items such as snow throwers, snow blades and brooms that attach to our products for use in the winter months. Each manufacturer of these products provides their own pricing, our pricing would not exceed the manufacturer list price. If there were any shipping and/or setup costs incurred by the dealer these would be added to the cost of the product.

   Used and Demonstrator Equipment: Preowned and Demonstrator equipment is available from our distributors and dealers and pricing is based on Fair Market Value. The FMV of used and demo equipment is based on a combination of factors from true leasing which sets residual buyouts to hours, condition, age of equipment and current market pricing for like items. Our distributors typically publish a list of available equipment including the pricing.

   Financing and leasing: Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has contractual relationships with three finance companies that compete for your business. These are PNC, TCF, and DLL. Because of these relationships we have developed documents to help stream line the process for our tax exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.

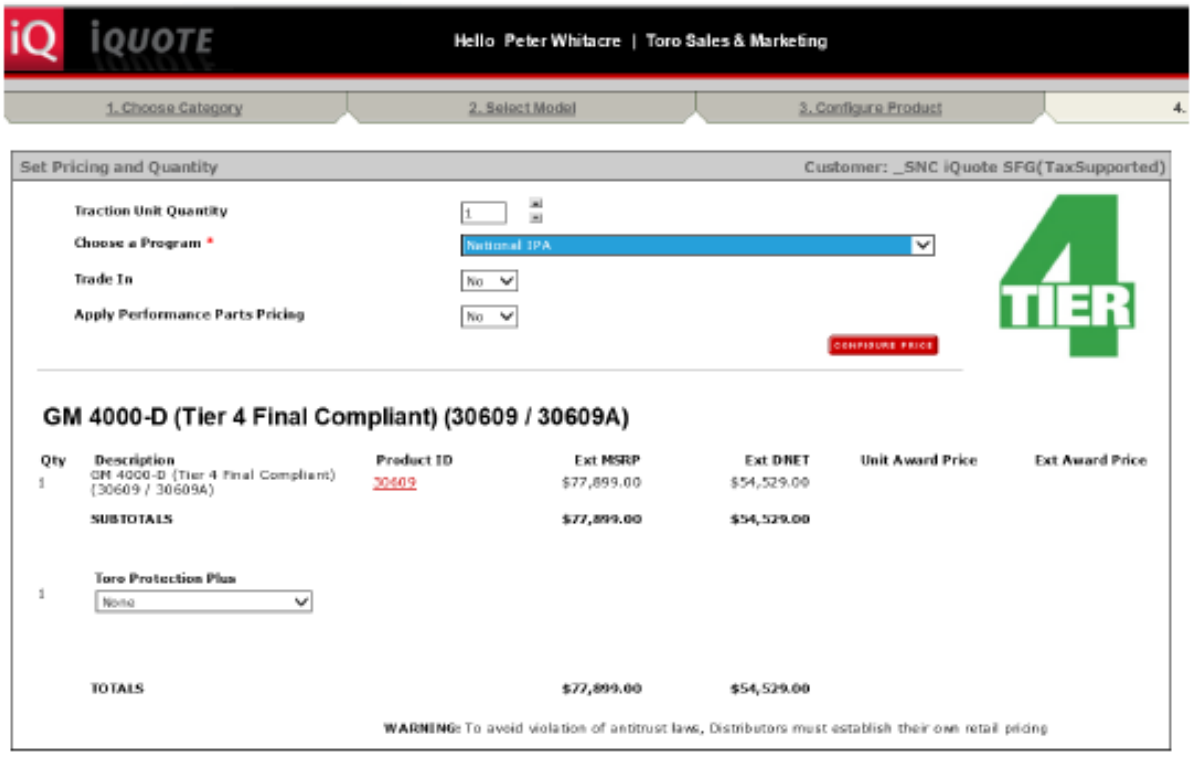
   Based on tax-exempt pricing ($1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 450 basis points (BPS) over the like term US treasuries (as published by the US Federal Reserve Statistical Release H.15). Individual transaction pricing will be priced to the market based on specific transaction details.

For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.

Included in this proposal is a hard copy of Toro's current MSRP for each divisions products. Electronic copies will also be provided. Any product, attachments and accessory that is on these spreadsheet is available for the stated discounts.

This price model provides an aggressive discount to end users and is easy to calculate through a discount on MSRP. We have many products that we typically do not discount, we refer to these as proprietary products, but with this contract we discount all products with the same aggressive pricing to provide customers with the aggressive pricing but also make pricing and auditing more efficient for all parties.

We will provide the City of Mesa and National IPA with current copies of our MSRP pricing so customers can verify through a third party. For Commercial, we also have a pricing system called iQuote that we load pricing from Toro and is used by all distributors to calculate pricing. This ensures the correct pricing at each location. Here is an example of this quoting system.



2. The City's expectation is that the proposed pricing shall include delivery to Mesa and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

   The Pricing to the City of Mesa includes set-up and delivery of wholegoods, attachments and accessories. It will be the determination of each of our distributors if they want to charge set-up and delivery fees for orders from other Participating Public Agencies. This pricing strategy allows us to provide a more aggressive price on wholegoods, attachments and accessories.

3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last three (3) years. Discuss any known future price list changes or industry changes that will effect pricing over the next Five (5) years.

   Toro typically has changes to our MSRP lists once per year. As our fiscal year starts on November 1, we plan our annual changes for that date. Our goal is to keep our price increases to a minimum to remain competitive in this market. For 2017 we have implemented an average price increase of 1.3%.

   On occasion, we have to veer from this plan as economic forces cause our costs to change more dramatically than anticipated. We do provide at least a 30-day notice to our distributors that these changes are occurring. Over the past 3 years we have been able to hold to our plan of once per year price change.

   There are other factors that also impact our pricing. The federal government mandated changes to emissions, known as Tier 4, this has significantly impact pricing on our diesel, non-road, 25 – 74 horsepower products starting in 2013. These price increases have ranged from 10 – 20% depending on product but Toro's products have all transitioned to the Tier 4 Final engines and are therefore reflected in the current pricing.

4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

   Pricing is most favorable offered for contracts of this scope. We are continuously provided with feedback from field sales representatives concerning the price/value paradigm versus our competition. We evaluate this balance and make changes to pricing as needed to remain competitive. Toro also strongly believes in reducing cost through our processes and utilize Six Sigma Continuous Improvement Tools such as Kaizens, Lean Manufacturing, Process Mapping and D.M.A.I.C. (Define, Measure, Analyze, Implement, Control). Every year Toro establishes dollar values goals to Continuous Improvement and tracks and reports our progress against these goals. These procedures allow us to control costs which means controlling price increases to our customers.

   In the end, our customers make the "Best Value" judgement and buy those products they consider "Best Value". If we determine we are no longer "Best Value" at current pricing we will request changes to pricing.

5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

   As an added incentive for volume purchases (single purchase order), Toro distributors may provide the following Smart Value Program. This program provides the customer with a level of dollars available to be used to purchase additional whole goods, accessories, attachments, parts or extended warrantee based on the volume of purchase according to the following scale.

Purchases at Retail	Available Dollars
$150,000 - $199,999	$4,500
$200,000 - $249,999	$6,000
$250,000 - $299,999	$10,000
$300,000 - $349,999	$12,000
$350,000 - $399,999	$14,000
$400,000 - $449,999	$16,000
$450,000 - $499,999	$18,000
$500,000 - $549,999	$20,000
$550,000 - $599,999	$22,000
$600,000 - $649,999	$24,000
$650,000 - $699,999	$26,000
$700,000 - $749,999	$28,000
$750,000 - $799,999	$30,000
$800,000 - $849,999	$32,000
$850,000 - $899,999	$34,000

$900,000 +	$36,000

6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

   Orders can be faxed, mailed or emailed. pCards and EFT can be accepted. All pricing is at users net.

7. Provide your payment terms. These payment terms shall apply to all purchases and to all payment methods.

   Payment terms are 0% 30 days for cash/check payments and EFT payments only.

REVISED PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND RELATED EQUIPMENT to the City of Mesa at the price(s) stated below.

SAMPLE EQUIPMENT PRICING

This Section of the Price Page lists Sample Equipment (Attachment C) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below.**

ITEM #	EQUIPMENT DESCRIPTION	UNIT PRICE
	Bunker Rake, as per specifications	
1	Toro Sand Pro 5040, model 08705	$ 17,423.58
	MANUFACTURER AND MODEL NUMBER	
	Heavy Duty Utility Vehicle, as per specifications	
2	Toro Workman HDX Auto, model 07390	$ 22,481.84
	MANUFACTURER AND MODEL NUMBER	
	Surrounds Mower, as per specifications	
3	Toro RM3100-D, model 03170 & 03189 reels	$ 29,530.85
	MANUFACTURER AND MODEL NUMBER	
	Triplex Greens Mower, as per specifications	
4	Toro GR3150-Q, model 04358 and 04654 reels	$ 29,773.88
	MANUFACTURER AND MODEL NUMBER	
	Wide Area Rotary Mower, as per specifications	
5	Toro GM4100-D Tier4, model 30608	$ 62,262.63
	MANUFACTURER AND MODEL NUMBER	
	Fairway Mower, as per specifications	
6	Toro RM5510-D Tier 4, model 03607 & 03641 reels	$ 58,619.52
	MANUFACTURER AND MODEL NUMBER	
	EQUIPMENT TOTAL FOR ITEMS 1-6	$ 220,092.30

SAMPLE PARTS PRICING

This Section of the Price Page lists Sample Parts for the equipment listed above (Items 1 thru 6) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below.**

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1)	
	Toro, part# 108-3808	$ 15.98
	MANUFACTURER AND PART NUMBER	
8	Rake plate for Bunker Rank (see item 1)	
	Toro, part# 84-2280-03	$ 13.35
	MANUFACTURER AND PART NUMBER	
9	Hydraulic Filter for Utility Vehicle (see item 2)	
	Toro, part# 54-0110	$ 9.98
	MANUFACTURER AND PART NUMBER	

	Commercial Division Products (large mowers, aerators, sprayers, infield groomers, utility vehicles, cultivation and	21.80%
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	Commercial Division Products (large mowers, aerators, sprayers, infield groomers, utility vehicles, cultivation and debris equipment	21.80%
C	RELATED EQUIPMENT PARTS	
	Commercal Division Performance Parts (City of Mesa only) Pricing is reflected in parts market basket prices.	up to 50% off list
D	USED EQUIPMENT	
	Our distributors typically have off lease and trade in equipment available for sale	Depends on age, hours and conditioin
E	BALANCE OF LINE	
	Golf Irrigation wholegoods, accessories and attachments	40% off
	Residential Commercial (ResCom)Irrigation wholegoods, attachments and accessories	40% off
	Irritrol Irrigation wholegoods, attachments and accessories	40% off
	Rainmaster Irrigation wholegoods, attachments and accessories	17 - 30 % off
	Sentinel Irrigation wholegoods	30% off
	Residential Landscape Contractor Equipment wholegoods, attachments and accessories	27% off
	Site Works Systems Equipment wholegoods, attachments and accessories	17% off
	BOSS equipment, attachments and accessories	25% off
	Allied products provided by third party	not to exceed list price

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name _____ Toro Date: _ 12/9/2016
11/7/2016 RFP # 2017025

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein. Notwithstanding the foregoing, City acknowledges that products and services subject to this agreement are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for its dealers and/or distributors and no authority to require them to provide goods or services subject to this Agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

    a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

   iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment

insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the reasonable excess cost by: (i) requiring reimbursement to the City within a commercially reasonable amount of time; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all reasonable, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, reasonable administrative expenses, attorneys' fees, and costs. All transactions must be documented.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those goods and services provided up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

    b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

    c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

    Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including reasonable assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed for the City of Mesa. All other agencies will be FOB destination and will be freight collect unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City’s use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or

registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

EXHIBIT D
NATIONAL IPA DOCUMENTS

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Mesa, AZ (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)

B. Website development and support

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and Prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 **Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately $35 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 **Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 **Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this contract to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single contract process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's - "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract for a purchase of equivalent scope, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

2.4 Responsibilities of Independent Dealers and Distributors

Notwithstanding any other provision in this Agreement, City acknowledges that products and services subject to this Agreement are provided by Contractor's dealers and/or distributors which are independent businesses and set their own prices. Contractor has no authority to set prices, delivery dates, or other performance terms for its dealers and/or distributors. Contractor agrees to make the terms of this Agreement known to applicable dealers and/or distributors and to use reasonable efforts to encourage them to provide goods and services to City subject to the terms of this Agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 **Company**

A. Brief history and description of your company.

The Toro Company (NYSE: TTC) is a leading worldwide provider of innovative solutions for the outdoor environment including turf, snow and ground engaging equipment, and irrigation and outdoor lighting solutions.

With sales of $2.4 billion in fiscal 2016, Toro's global presence extends to more than 90 countries. Through constant innovation and caring relationships built on trust and integrity, Toro and its family of brands have built a legacy of excellence by helping customers care for golf courses, landscapes, sports fields, public green spaces, commercial and residential properties and agricultural fields. For more information, visit www.toro.com.

The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis.

We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, sports fields, public green spaces, commercial and residential properties, and agricultural fields.

Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in nearly 90 countries around the world.

B. Total number and location of sales persons employed by your company.

The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Minnesota, Indiana, Connecticut, Virginia, Florida and California.

Most customer activity for the Commercial Division products will be with our distributors sales force of approximately 200 sales representatives. The resources are located in every state except Alaska.

C. Number and location of support centers (if applicable).

All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.

D. Annual sales for the three previous fiscal years.

[redacted]

E. Submit your FEIN and Dunn & Bradstreet report.

See W-9 form and Dunn and Bradstreet report is vendor response.

3.2 **Distribution, Logistics**

A. Describe how your company proposes to distribute the products/service nationwide.

Toro has 22 distributors nationwide that handle product fulfillment to customers. These are in the form of distributors that work primarily with our Commercial Division equipment (golf and grounds) with exclusive territories, and hundreds of dealers that sell our Landscape Contractor, Irrigation, Siteworks System, and BOSS products. Most of the distributors cover several states and have multiple offices. For instance; Simpson Norton Corporation, that services the City of Mesa, has offices in Goodyear, AZ; North Las Vegas, NV; and Albuquerque, NM.

Toro Commercial products are manufactured in Tomah, Wisconsin and aggregated at our distribution center, also located in Tomah, for shipment to distribution. All of our distributors keep an inventory of products in local stock and can expect new shipments from Tomah within 6 - 30 days. The distributors then conduct any set-up and checkout of the products prior to shipment. Each distributor has exclusive and protected territory to sell Toro Commercial products to end users. Please refer to the Toro Distributor Listing attached for a listing of distributors and contacts.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.

See Toro Distributor Listing attached for a list of Commercial equipment distributors and contacts

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro has over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.

D. State any return and restocking policy and fees, if applicable, associated with returns.

Parts Restocking Policy: 15% restocking fee on parts. New, unused, uninstalled electrical items are eligible for return and subject to the 15% restock fee. Used or installed electrical items cannot be returned. Parts are to be returned to Simpson Norton at customer's expense within 90 days of purchase.

E. Describe the full line of products and services offered by your company.

Toro has the broadest product line for all your Grounds Maintenance Equipment needs. We offer the highest quality products for golf courses, parks, sports fields and general grounds maintenance. This includes, many types of reel and rotary mowers, aerators, sprayers, bunker rakes, debris, and utility vehicles. We offer walk behind, stand-on, and ride-on, large area, and zero turn equipment. Our Site Works Systems group offers small skid steers, trenching equipment, underground directional drilling equipment. We have both golf irrigation and residential commercial irrigation. Our BOSS group offers snow plows and spreaders.

3.3 **Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as one of our primary sector go-to-market strategies within first 10 days

The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Brad Hamilton, Vice President, Commercial. A press release will also be distributed to the marketplace as well as the various associations with which Toro is affiliated (e.g. GCSAA, STMA, NRPA, NIGP, etc.) This Press Release will be posted in the on-line Toro website media room and communicated via social media channels Additionally Toro University hosts monthly webcasts and other training events where the contract has and will continue to be discussed.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Since November 2007, we have been training and implementing this contract with our distributor and dealer partners. If we are awarded the City of Mesa contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide Power Point presentations to our distributors that are co-authored by Toro and the National IPA. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor and answer questions.

The Toro sales and marketing team will make sales calls with our channel partners and National IPA teams to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows.

As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers.

We will continue to train our sales force and engaging the resources we need to assure success of this contract.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

A Press Release will be developed and released to the marketplace & industry associations
Social Media - Toro FaceBook Page posting and LinkedIn posting as well as a Twitter communication

email Blast – National IPA list
email Blast – NIGP list
email Blast – incorporated into Grounds for Success eNewsletter (Onvia list to 18K)

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days

This will be done through our Distributor Operating Bulletins.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- *National IPA logo would remain as a part of the National Ads in Government Sector publications*
- *Print collateral pieces would be updated and released*
- *Webinar will be conducted with Distributor partners as a part of the Sports Fields & Grounds (SFG) market training*
- *Distributors will be hosting SFG open house events where the Contract will be a section of the presentations*
- *Training – Toro University both in person and on-line will take place*

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Toro plans to participate in various industry trade shows including NIGP & various local Chapter events (CAPPO, FAPPO, etc) as well as NAEP, etc.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

We have participated in this manner for the last nine years and will continue to do so. We also participate on a local level with many NIGP chapter events and National IPA summit conferences. Finally, Toro plans to attend the NAEP conference as well.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

We advertise both on-line and in print on an ongoing basis through many government trade publications and where appropriate they have the National IPA logo on them identifying the contract.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Through our relationship with the NIGP we have provided case studies and developed White Papers with regards to cooperative purchasing on a national and local level. We also leverage government data using Onvia and Smart Procure systems.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA
- *Torogov.com website would be updated to reflect new contract*

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Toro has acted in good faith to the National IPA in developing and growing the current Grounds Equipment contract. We have proven ourselves over the last nine years to add value to our customers. Our current contract has always been positioned as a tool for our customers to use to make procurement easier, reduce procurement costs, leverage pricing and reduce cycle time.

In those states that currently do not have or have a limited state contract, we will position the City of Mesa/National IPA contract as a primary vehicle to local forms of government. In states that have a state contract, we will review the benefits of the City of Mesa/National IPA contract and let the customers make the value judgment. The growth of our current contract over the past nine years is proof of the value we add to our end users.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

We have provided and will continue to provide use of the Toro logo to the National IPA as long as each use of the logo is approved by Toro prior to publication and complies with our brand standards.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive contract

Toro acknowledges this requirement and will comply.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the contract process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
iv. Knowledge of benefits of the use of cooperative contracts

Toro and our distributors have a very comprehensive knowledge of the features, process and awareness of our current contract and through our training will have with the City of Mesa contract as well. This knowledge has been represented by the growth in sales across our distribution channel. Any changes to the contract, process or target customer will be communicated to our distributors and individual training arranged for those distributors that require it.

G. Provide contact information for the person(s), who will be responsible for:

i. Marketing
Paula Sliefert
Sr. Marketing Manager
952-887-7107
Paula.Sliefert@toro.com

ii. Sales
Pete Whitacre
District Sales Manager
952-887-7936
Peter.Whitacre@toro.com

iii. Sales Support
Joan Olson
Administrative Assistant
952-887-8838
Joan.Olson@toro.com

iv. Financial Reporting
Anthony Sacco
Programs Administrator
952-887-7255
Anthony.Sacco@toro.com

v. Contracts
Jon Stodola
Government Sales Manager
952-887-7937
Jon.Stodola@toro.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Toro Company

Rick Olson – President & CEO

Brad Hamilton – Vice President, Commercial Division
Brad reports to Rick Olson. Reporting to Brad are our directors of sales, marketing, technical operations, customer care and controller for Commercial Division. Brad can be reached at 952-887-8815 or brad.hamilton@toro.com

Jim Heinze – Director, Commercial Sales
Jim reports to Brad and leads a team of Regional and District Sales Managers that have responsibility for growing sales in the United States and Canada. They are also responsible for goal setting with distributors, understanding distributor training and development needs, and implementing programs and contracts such as this. Jim can be reached at 952-887-8892 or jim.heinze@toro.com

Distribution

Most of our distributors are privately owned companies that are the connection from Toro to end use customer. The sales managers that report to the owners of these companies will manager a team of representatives responsible for selling and marketing Toro products. Every area of the United States has a representative assigned for sales coverage from one of our distributors. We have included a listing of these distributors and a contact list with this proposal.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

We will continue to proactively train our sales organization and target accounts that would benefit from this contract. This includes the development of sales literature updated with the new contract information and use of the National IPA logo on targeted pieces. We are always looking for ways to engage the National IPA organization in our sales meetings. We look at National IPA as an extension of our sales team. We want to make sure they understand how we sell to end users so they can better position The Toro Company when making sales calls.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

We communicate through our organization and our channel the best-demonstrated practices, success stories and updates to this contract. We overcome hurdles by demonstrating how other distributors are growing their business through the use of the contract and the use of the National IPA resources. This coordination and communication is part of what Jim Heinze's sales team is responsible for. As key contacts for the contract, Pete Whitacre and Paula Sliefert will interface with the City of Mesa and National IPA for regular contract review meetings and strategy meetings as we have been doing for over nine years. Through this ongoing communication as changes happen at Toro, such as acquiring a new company, we can make changes to the contract and how it is marketed.

Realizing the need for consistent pricing across our distributors, Toro has created a National IPA pricing Program within our national quote system (iQuote). This assures that the correct pricing is applied to the quote, the equipment is 'fit-up' correctly and pricing can be verified by our Programs Administration department.

We have a process in place that will require our distributors to assign the National IPA agency number to their sales on this contract. This requires them to determine if the customer has already signed up as a participating agency or having them sign up prior to purchasing our products. This process requires time and support by our distributors but we have now built these processes into our daily routine.

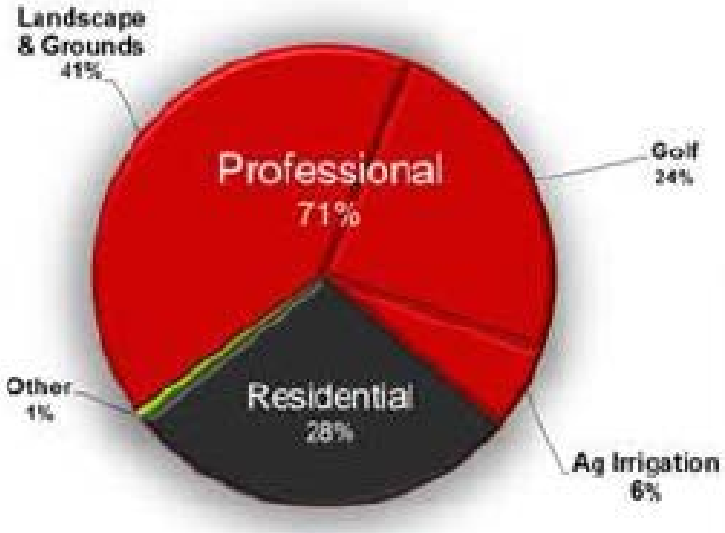
K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As we are a publicly traded Company, this detailed information is considered confidential. However below is a representation of The Toro Company revenue for fiscal year 2016 by market and geographic location. Finally, we will commit to developing a list of customers to target for growth on this contract.

DIVERSE PORTFOLIO

F'16 REVENUES—$2.4 BILLION

Segments & Markets



Professional

F'16 Sales: $1,710
F'16 Segment Earnings: 20.6%

- Innovation leader
- Performance, productivity & customer care relationships valued by customers
- Planned & more regular customer spending
- Higher margins

Residential

F'16 Sales: $660M
F'16 Segment Earnings: 11.0%

- Powerful brands
- Strong sales channel & service network
- Innovation, quality & durability rewarded by customers

6

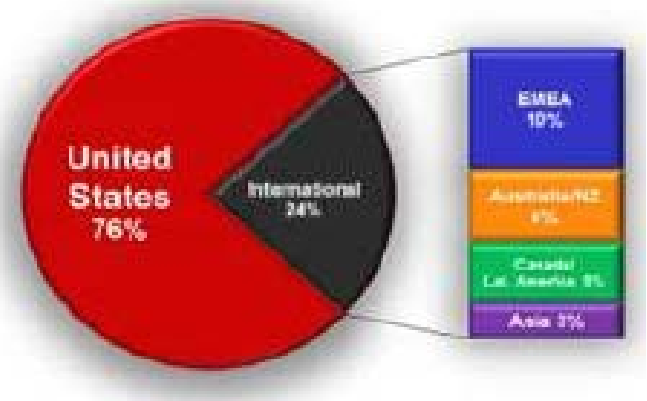
The Toro Company

DIVERSE PORTFOLIO

F'16 REVENUES—$2.4 BILLION

Products

Geography



L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

We use SAP as our mainframe through which our sales reporting function is housed. Our distributors electronically communicate all transactions to Toro through Connectivity by which we can collect sales data.

We are also equipped to conduct Electronic Funds Transfer payments.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
v. Respond to any bid separate from Master Agreement (Contract sales not reported to National IPA).

Detail your strategies under these options when responding to a solicitation.

City Council Report

Date: March 20, 2017

To: City Council

Through: Michael Kennington, Chief Financial Officer

From: Edward Quedens, MPA, C.P.M., CPPO, Business Services Director
Matt Bauer, MBA, CPPO, CPPB, CPSM, Procurement Administrator

Subject: Five-Year National Cooperative Contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment for the Parks, Recreation and Community Facilities (PRCF) Department (**Citywide)**

Purpose and Recommendation

Council is requested to approve the Term Contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment as recommended. A committee representing Parks, Recreation and Community Facilities and Purchasing evaluated responses.

The evaluation committee recommends awarding the contract to the highest scored proposal from The Toro Company at $351,325.00 annually, based on estimated requirements.

Background / Discussion

This contract will provide equipment, accessories, parts, supplies and related services per City requirements. The equipment will be used for Sports Field and Golf Course maintenance, and include some used and balance of line equipment and supplies.

Mesa was selected by the National Intergovernmental Purchasing Alliance Company (National IPA) to be the lead agency on this contract. The contract will be available to over 40,000 public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit through National IPA's cooperative purchasing program. National IPA anticipates that the expenditure against this agreement nationally will be approximately $35 million annually [redacted]

Purchasing conducted the initial review of the three proposals received of which all three met the minimum qualifications. Staff from PRCF evaluated the proposals based on the evaluation criteria as stated in the solicitation, and response clarifications were requested from the highest scored vendor. Best and Final Offers were not requested by the evaluation team. The highest scored proposal, The Toro Company, is being recommended for award. The evaluation committee unanimously agreed on the recommendation.

Alternatives

Council may choose not to authorize the purchase and new responses will be solicited.

Fiscal Impact

The annual contract amount is available in the Parks, Recreation and Community Facilities Department operating budget through: Capital – Enterprise (Golf), General Fund (Cemetery), Capital – General Fund (Parks Maintenance), Environmental Compliance Fee (Basin Maintenance).

Coordinated With

Parks, Recreation and Community Facilities Department, and Purchasing

PURCHASING INFORMATION
Action: Initial Award
Procurement Type: Request for Proposals
Solicitation Number: 2017025
Vendors Registered: ProcureAZ (632) and Vendor Self Service (126)
Advertising: ProcureAZ and Purchasing Website
Downloads: 61
Responses: 3
Local Consideration: Not applicable as there were no Mesa responses
Protests Received: None
Initial Contract Term: Five years
Possible Renewals: Two, one-year renewals subject to future Council consideration
Prices: Future price increases are capped by the Producer Price Index
Pricing Available to Other Cooperative Agencies: Yes

December 14, 2016 Responses
Harper Turf Equipment dba Harper Industries, Inc. – Harper, KS
Textron, Inc. dba Jacobsen, a Division of Textron – Charlotte, NC
The Toro Company dba Toro – Bloomington, MN

Proposal Final Scoring Results

Evaluation Criteria / Points Possible	The Toro Company (Recommended)	Textron, Inc. dba Jacobsen	Harper Industries, Inc.
Firm's Proposed Solution / 40	39.6	31.4	19.6
Firms Qualifications & Experience / 30	28.2	22	18
Firm's Pricing (Equipment) / 20	18.56	20	0
Firm's Pricing (Parts) / 10	8.1	10	0
Total / 100	94.46	83.4	37.6

AWARD RECOMMENDATION
The Toro Company dba Toro
Bloomington, MN

Description
Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment per Agreement No. 2017025; Exhibits – Scope of Work, Pricing, Mesa Standard Terms and Conditions, and National IPA documents; Solicitation including any addenda; and Contractor Response **Annual Contract Amount: $351,325.00**

Attachment: Exceptions Taken

Scope of Work; 3 General Requirements

C. WARRANTY: Offeror shall warrant that all equipment and parts labeled as new and furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

D. MAINTENANCE FACILITIES: The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor, or its dealers and/or distributors, is/are required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.

E. VENDOR PARTS AND SERVICE: The Contractor or ~~it's~~its dealers and/or distributors will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall encourage ~~it's or it's~~its dealers and/or distributors to be capable of providing ~~-~~parts within twenty-four (24) hours and shall be capable of being ~~-~~on site to respond to service requests within twenty-four (24) hours unless otherwise communicated and accepted by City or Participating Agency.

Scope of Work; 4 Product Requirements

C. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by~~-~~ the City within seven (7) days of initial notification~~.~~ Unless otherwise communicated and accepted by the City or Participating Agency.

Draft Document; Terms and Conditions; Exhibit 1

1.3 Delivery. City acknowledges that ~~D~~delivery will be made by contractor's dealers and/or distributors~~-~~, which are independent businesses. Deliveries shall be made to the location(s) contained in the Scope of Work within 30 days after receipt of an order.

2. Scope of Work. Except as otherwise specified in this Agreement, ~~T~~the Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

5.2 Prices. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service

including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement. The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

Notwithstanding any of the other provisions in this Agreement, City acknowledges that products and services subject to this agreement, are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for ~~it's~~its dealers and/or distributors. Contractor agrees to make the terms of this agreement known to applicable dealers and/or distributors and to use reasonable efforts to incent to provide goods and services to City or Participating Agency subject to the terms of this agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.

7. **Requirements Contract**. ~~Contractor acknowledges and agrees the Agreement is a requirements contract; T~~the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase ~~orders or a notice to proceed within a reasonable period of time of issuance~~ prior to the time any product within the purchase order has been shipped; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled~~, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor.~~ The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

Exhibit 1 Draft Contract
Exhibit C Mesa Standard Terms and Conditions

2. SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein. Notwithstanding the foregoing, City acknowledges that products and services subject to this agreement are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for ~~it's~~its dealers and/or distributors and no authority to require them to provide goods or services subject to this Agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.

8. TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement.

9. REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the reasonable excess cost by: (i) requiring ~~immediate~~ reimbursement to the City within a commercially reasonable amount of time; (ii) deduction from an unpaid balance due to Contractor; (iii)

collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all reasonable~~,~~ fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, reasonable administrative expenses, attorneys' fees, and costs. All transactions must be documented.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

22. PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those goods and services ~~performed~~ provided up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

24. INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any ~~-~~negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

26. THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including reasonable assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery~~.~~

31. FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed for the City of Mesa. All other agencies will be FOB destination and will be freight collect unless otherwise agreed.

32. RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder~~.~~

37. FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including, acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

National IPA Contract (Attachment D) Exceptions

2.1 Corporate Commitment
Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Ma~~ster~~ Agreement is one of Supplier's ~~primary~~ "go to market" strategies~~y~~ for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment
Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract for a purchase of equivalent scope, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment
Supplier commits to aggressively market the Master Agreement as one of its go to market strategies~~y~~ in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

2.4 Responsibilities of Independent Dealers and Distributors
Notwithstanding any other provision in this Agreement, City acknowledges that products and services subject to this Agreement are provided by Contractor's dealers and/or distributors which are independent businesses and set their own prices. Contractor has no authority to set prices, delivery dates, or other performance terms for its dealers and/or distributors. Contractor agrees to make the terms of this Agreement known to applicable dealers and/or distributors and to use reasonable efforts to encourage them to provide goods and services to City subject to the terms of this Agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as ~~your~~one of your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award a~~s the public sector~~one of our primary go-to-market strateg~~y~~ies within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
~~iv.~~v. Respond to any bid separate from Master Agreement (Contract sales not reported to National IPA)

Detail your strategies under these options when responding to a solicitation.

[redacted]

From:	Jess Romney
To:	Evan Karl
Subject:	FW: Toro exceptions to contract terms update
Date:	Thursday, February 09, 2017 3:17:01 PM
Attachments:	Toro Exceptions updated 2-8-17.docx image002.png image004.png

Evan Please put this email along with the attached file in to EDMS for contract 2017025

Thanks
Jess Romney, CPPB
Procurement Officer
City of Mesa
Phone: 480 644-5798
Fax: 480 644-2655
Jess.romney@mesaaz.gov
Work hours: Mon. – Thu. 7 a.m. – 6 p.m.
Closed Fridays

From: Peter Whitacre [mailto:Peter.Whitacre@toro.com]
Sent: Thursday, February 09, 2017 2:03 PM
To: Jess Romney <Jess.Romney@MesaAZ.gov>
Cc: Jim Heinze <Jim.Heinze@toro.com>; Jon Stodola <Jon.Stodola@toro.com>; Randy Harris <Randy.Harris@toro.com>; Paula Sliefert <Paula.Sliefert@toro.com>; Matt Bauer <Matt.Bauer@mesaaz.gov>; Al Piper <alan.piper@nationalipa.org>
Subject: RE: Toro exceptions to contract terms update

Jess,
We are in agreement with the changes you have made. I am working with Al to schedule a discussion for next week.
Best regards,

Peter E. Whitacre, CSE
Sales Manager, State and Local Government
The Toro Company
8111 Lyndale Ave South
Bloomington, MN 55123

Office: 952-887-7936
Cell: 612-963-0892
Fax: 952-887 8694

From: Jess Romney [mailto:Jess.Romney@MesaAZ.gov]
Sent: Wednesday, February 8, 2017 5:20 PM
To: Peter Whitacre <Peter.Whitacre@toro.com>
Cc: Jim Heinze <Jim.Heinze@toro.com>; Jon Stodola <Jon.Stodola@toro.com>; Randy Harris <Randy.Harris@toro.com>; Paula Sliefert <Paula.Sliefert@toro.com>; Matt Bauer <Matt.Bauer@mesaaz.gov>; Al Piper <alan.piper@nationalipa.org>
Subject: RE: Toro exceptions to contract terms update

Peter,

We had just a few minor changes. Take a look and let me know

Thanks
Jess Romney, CPPB
Procurement Officer
City of Mesa
Phone: 480 644-5798
Fax: 480 644-2655
Jess.romney@mesaaz.gov
Work hours: Mon. – Thu. 7 a.m. – 6 p.m.
Closed Fridays

From: Peter Whitacre [mailto:Peter.Whitacre@toro.com]
Sent: Monday, February 06, 2017 12:35 PM
To: Jess Romney <Jess.Romney@MesaAZ.gov>
Cc: Jim Heinze <Jim.Heinze@toro.com>; Jon Stodola <Jon.Stodola@toro.com>; Randy Harris <Randy.Harris@toro.com>; Paula Sliefert <Paula.Sliefert@toro.com>
Subject: Toro exceptions to contract terms update

Jess,
Attached is the updated Exceptions to terms and conditions document that we reviewed last Thursday. Please review and let us know if you are agreeable with the updates.
Best regards,

Peter E. Whitacre, CSE
Sales Manager, State and Local Government
The Toro Company
8111 Lyndale Ave South
Bloomington, MN 55123

Office: 952-887-7936
Cell: 612-963-0892
Fax: 952-887 8694

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A RESPONSE TO THE CITY OF MESA

RFP – 2017025 GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

Mesa City Plaza - Purchasing Division
20 East Main Street, Suite 400
Mesa, Arizona 85201

Provided by The Toro Company – December 14, 2016

City of Mesa Cover.indd 1 12/2/16 10:55 AM

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LETTER OF TRANSMITTAL **1**

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TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

See the attached 'Letter of Transmittal' document.

The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
Phone 952/888-880 www. toro. com Fax 952/887-8258

Jess Romney, CPPB
Procurement Officer
Mesa City Plaza
20 E. Main St, Room #450 North
Mesa, AZ 85211-1466

December 9, 2016

Dear Mr. Romney,

It is our understanding that the City of Mesa, Arizona is soliciting a response for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment for the City of Mesa as well as other government agencies through a piggybacking process. National IPA is the cooperative organization that will allow for this contract to be utilized by other agencies and therefore we will also be contracting with National IPA as part of this agreement.

For the past nine years, The Toro Company has been the sole contract holder for Grounds Maintenance Equipment for National IPA through the City of Tucson as the Principal Procurement Agency. Through a competitive process The Toro Company was awarded the contract in 2007 and again in 2012. In conjunction with our National IPA partners, we have provided training to our national distributor/dealer networks to understand cooperative purchasing and the benefits that this contract holds. Through our sales and marketing efforts we have grown this contract into a vehicle that thousands of agencies across the country rely on for purchasing their Grounds Maintenance Equipment.

The primary contacts for this contract will be Pete Whitacre and Jon Stodola for Toro representing sales, Paula Sliefert and David Yakes representing Toro marketing. On a local basis, Shelly Spencer will be representing Simpson Norton management, Fred Balzarini represents outside sales, and Mike Swichtenberg represents service.

This response includes participation from Toro's Commercial, Landscape Contractor, Site Works Systems, Golf Irrigation and Residential Commercial Irrigation and BOSS divisions. We are confident we represent the most complete offering for your ground maintenance equipment needs, not only for the City of Mesa, but also for other public agencies nation-wide. We look forward to supporting and growing this contract with you and other National IPA participating agencies.

Thank you for your consideration of The Toro Company as your Grounds Maintenance Equipment provider.

Best regards,

Brad Hamilton
Vice President
Commercial Division
The Toro Company

TAB 2 - Qualifications. (Abilities, Experience and Expertise) The following information should be included:

1. A statement of Respondent's qualifications, abilities, experience and expertise in providing the requested goods and services.

The National IPA contract has been one of Toro's primary go to market strategies for selling products and services to government agencies. We have been educating our distributors, dealers and customers regarding this contract for nine years. We regularly meet with National IPA's management team to discuss successes and plan strategies to grow this business. Toro's executives are also very involved with the strategies associated with this contract.

a. A description of what qualifies Respondent, financial and otherwise, to provide the City with these services/materials for the required period of time, including information demonstrating Respondent has the appropriate staffing, necessary resources, and a history of demonstrated competence.
Include:

i. A brief history and description of your company.

About The Toro Company

The Toro Company (NYSE: TTC) is a leading worldwide provider of innovative solutions for the outdoor environment including turf, snow and ground engaging equipment, and irrigation and outdoor lighting solutions. With sales of $2.4 billion in fiscal 2015, Toro's global presence extends to more than 90 countries. Through constant innovation and caring relationships built on trust and integrity, Toro and its family of brands have built a legacy of excellence by helping customers care for golf courses, landscapes, sports fields, public green spaces, commercial and residential properties and agricultural fields. For more information, visit www.toro.com.

The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis.

We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, sports fields, public green spaces, commercial and residential properties, and agricultural fields.

Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in nearly 80 countries around the world.

The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Minnesota, Indiana, Connecticut, Virginia, Florida and California.

Most customer activity for the Commercial Division products will be with our distributors sales force of approximately 200 sales representatives. The resources are located in every state except Alaska.

ii. Number and location of support centers (if applicable).

All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.

b. An assessment of the Respondent's ability to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and expertise offered that exceed the requirements of the Solicitation, and the Respondent's inability to meet any of the requirements of the specifications.

The Toro Company and our distributor/dealer channel have been marketing and selling the National IPA contract for nine years. When we first started this contract in 2007, most of our distributors were not aware of what cooperative purchasing was. In the early months of the contract we developed an aggressive training program with our channel partners and the National IPA sales and marketing team. One by one they learned what the contract was, the benefits to them and the benefits to their customers. The going was slow at first, but now the term 'cooperative contract' is part of their everyday lexicon. All of our distributors are actively selling our equipment through this contract. Our training continues, and over the years we have enlisted the help of local NIGP chapters leaders to teach our distributors how to sell to government agencies. Through Paula Sliefert and Pete Whitacre's involvement in the NIGP's Business Council we had a recent panel discussion at our national sales meeting that included past NIGP Presidents and current members of NIGP's Governing Board, which allowed our distributor teams to ask questions and learn from practitioners on how they perceive cooperative purchasing, and the value of understanding the <u>entire</u> organization's needs. We know that selling to government agencies requires a knowledge of process at each location and we have instilled that in our channel partners.

Within the golf industry, Toro is the market share leader by a wide margin. This is due primarily to our dedicated focus and support, and the strength and dedication of our channel partners.

Toro also offers the wideset array of products to serve the municipal market. Our response includes participation from Toro's Commercial, Landscape Contractor (LCE), Site Works Systems (SWS), Golf Irrigation and Residential Commercial Irrigation and BOSS divisions. We are confident we represent the most complete offering for your ground maintenance equipment needs, not only for the City of Mesa, but also for other public agencies nationally.

c. References – A minimum of three (3) references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of the entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, and dates the services were provided.

City of Peoria
Charlie Johnson, PW-UT Management Analyst
Public Works Management Analyst
8850 N. 79th Ave.
City of Peoria, AZ 85345
623-764-4641 Cell | 623-773-7495 Desk | 623-773-7496 Fax
Charles.Johnson@peoriaaz.gov
Combined Sales 11/01/16 – 11/21/16 $1,111,122 Toro Commercial Equipment

City of Tucson
Frank Barajas
900 S. Randolph Way
Tucson, AZ 85716
520-631-3629 Cell | 520-791-4872 x 213 | 520-791-4008 Fax
Fbaraja1@ci.tucson.az.us
Combined Sales 11/01/16 – 11/21/16 $618,300 Toro Commercial Equipment and Golf Irrigation products

City of Tempe
Michael Greene, Procurement Administrator
20 East 6th Street
Tempe, AZ 85280
480-350-8516 office | 480-858-7701 fax
Michael_greene@tempe.gov
Combined Sales 11/01/16 – 11/21/16 $1,317,589 Toro Commercial Equipment

City of Goodyear
Charles Schneider, Fleet Superintendent
Municipal Services/Public works
4971 S. 157th Ave.
Goodyear, AZ 85338
623-208-0112 Cell | 623-882-7195 Office
Charles.Schneider@goodyearaz.gov
Combined Sales 11/01/16 – 11/21/16 $612,612 Toro Commercial Equipment

d. Provide a response to the national program. Include a detailed response to Attachment D, Exhibit A, National IPA response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Respondent will educate its national sales force about the contract, describe how products and services will be distributed Nationwide, include a plan for marketing the products and services Nationwide, and describe how volume will be tracked and reported to National IPA. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposal exceptions to the National IPA Administration Agreement.

See attachment D.

2. Identification of senior and technical staff of Respondent to be assigned to the City. Staff named in the Response may not be substituted without permission of the City. Include in the Response resumes and relevant experience.

Toro Staff

***Pete Whitacre**, Regional Business Manager, has been with The Toro Company for 11 years. Pete has been the primary manager of the current City of Tucson/National IPA contract for the past nine years. He holds a Certified Sales Executive (CSE) designation from Sales & Marketing Executives International. He has 25 years of experience selling to the government market and understands the buying and selling process that is specific to government. Pete holds a Government Contractor Certificate (GCC) through the National Institute for Government Purchasing (NIGP) showing his commitment to this market. He also sits on the NIGP National Business Council as an advisor to the NIGP Board.*

***Paula Sliefert** joined The Toro Company in 2007 and currently serves as senior marketing manager in the company's Commercial Business. In her role, she has responsibility for supporting a number of Toro's key industry relationships – in addition to helping develop and implement strategies targeted at growing the Sports Fields & Grounds market segments, which represents professional and collegiate sports, educational institutions, and government including federal, state and local entities.*

Paula is a graduate of Simpson College with a bachelor's degree in German and International Business and holds a master's degree in German from Bowling Green State University. She studied and worked abroad in both Germany and Austria, having completed a work abroad program with Mercedes Benz, as well as having attended the University of Salzburg, Austria.

Professional Affiliations

National Institute of Governmental Purchasing (NIGP): Member & Past Elected Business Council Chairperson

Green Industry Expo (GIE) – (NALP & PGMS): Elected Show Board of Directors Member

Sports Turf Managers Association (STMA): Member / International Committee

Commercial Advisory Board: Invited Member

Safer Athletic Fields for Everyone Foundation (SAFE): Elected Board of Directors Member

Professional Grounds Management Society (PGMS): Elected Board of Directors Member

National Recreation & Park Association (NRPA): Member & Sponsor of Directors School

City Parks Alliance (CPA): Member / 2017 Greater & Greener Conference Planning Committee

Synthetic Turf Council (STC): Member

Snow & Ice Management Association (SIMA): Member

American Public Works Association (APWA): Member

Leadership in Educational Facilities (APPA): Member

***Jon Stodola**, CSE - State and Local Government Sales manager, has been with the Toro Company for 1 year and works directly with our distribution team on education and positioning of the City of Tucson/National IPA contract. He is a member of the APWA, SIMA and APPA. He spent the previous 4 years with Office Depot where he served as a Government & Education Manager – North Central Plains, assisting representatives of K-12, Higher education, State and Local Government in the design and implementation of customized procurement programs that addressed their financial goals and community objectives. He holds a Certified Sales Executive (CSE) designation from Sales & Marketing Executives International which places a high value on ethical sales practices.*

***David Yakes**, Marketing Manager for Sports Fields & Grounds for the Commercial Division, has been with the Toro company for 3 years. David has over 17 years of marketing experience in a variety of business-to-business and business-to-consumer roles, including SuperValu Inc, a grocery wholesaler and retailer, and Campbell Mithun, advertising agency. David also has experience working with the State of Minnesota, Office of the Governor, in a constituent and state agency role. Marketing experience includes product and service positioning and promotion, customer and sales channel engagement, customer research and market analysis, and strategy development and execution.*

Simpson Norton Staff

***Shelly Spencer**, CSE - Sports Fields & Grounds Manager and a Member of STMA.*
Over 34 years in the industry with the last 14 years focused on Contracts and the municipal customer. Shelly will be the main contact person for this contract. She is the inside sales person. Her responsibilities include:

Contract maintenance. (100%)
Equipment recommendations and quotes. (50%)
Processes all purchase orders. (100%)

***Fred Balzarini**, SCPS - Outside Sales Manager with more than 24 years in the industry and the last 11 years with Simpson Norton focusing on Commercial / Government sales. Fred will provide customers with equipment recommendations, quotes and training on new equipment. (100%)*

In-house techs:

Randy Waymire - 14 years in the industry and nearly 1 year with Simpson Norton.

Nick Nielsen - 18 years in the industry and the last 7 years with Simpson Norton.

Jeff Lucas - 10 years in the industry and with Simpson Norton.

Personnel

***Joe Goodwin**, CSE – Vice-President Sales for Simpson Norton. 29 years in the industry with the last 21 years at Simpson Norton. Joe oversees the entire sales team for all divisions of business. Joe can provide equipment recommendations and quotes if needed. (50%)*

***Mike Swichtenberg**, CSM Certified Service Manager through the National Association of Service Managers (NASM). The Toro Company requires 100% of all distributor service managers to be CSM Certified. Mike is our Director of Service at Simpson Norton Corporation. He has been in the industry for 26 years and the last 14 years with Simpson Norton. Mike coordinates supplemental group training and manages our entire service department.*

***Lisa Lofquist**, Technical Service Manager - EETC Certified - Toro System Certified*
Lisa has been in the industry for 22 years and the last 12 years with Simpson Norton. Lisa is the main contact for technical service issues. She oversees the administration of the shop.

In-field techs:

Randy Waymire - 14 years in the industry and nearly 1 year with Simpson Norton.

Nick Nielsen - 18 years in the industry and the last 7 years with Simpson Norton.

Jake Pennington - 21 years in the industry and the last 10 years with Simpson Norton.

Jeff Lucas - 10 years in the industry and with Simpson Norton.

Each of our 4 in-field techs and 3 in-house techs are Toro factory certified through EETC (Equipment Engine Training Council). Each is certified in: 4 Stroke Gasoline Engines, Compact Diesel Engines, Electrical Systems and Hydraulic and Drivelines. After completion of EETC they continue specialized training through The Toro Company. Our shop foreman, Curt Close, is not only EETC, but holds The Toro Company's SMST (Senior Master Service Technician) certification. Curt has been with Simpson Norton and the industry for 40 years.

Local training is provided to the customer at time of delivery by the salesman and a service technician assigned to that particular customer. Training is one-on-one or group training. Operator manuals, repair manuals and CD/DVD's etc. are provided at time of delivery and are reviewed with the customer for each piece of equipment. As per item 5 in Scope of Work we acknowledge and accept these training requirements.

3. Please submit any additional qualification information that you feel is applicable to your qualifications and experience.

For the past nine year we have been marketing, advertising and selling the City of Tucson/National IPA agreement. Attached is an example of some marketing efforts we have jointly developed.

Toro and our distribution channel have great relationships with National IPA. We are actively engaged with their national sales team to make joint sales calls and have strategic plans in place, which we are currently implementing, to grow this contract. They know our products and they know our people. We know each other's strengths. We have monthly calls with the 4 Group Vice Presidents to track our progress on our strategy. Our Executives have relationships and they are involved with the process. Over the nine years we have develop a very strong partnership to drive growth.

Attachment D

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Mesa, AZ (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment.. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $35 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National

IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

The Toro Company (NYSE: TTC) is a leading worldwide provider of innovative solutions for the outdoor environment including turf, snow and ground engaging equipment, and irrigation and outdoor lighting

solutions. With sales of $2.4 billion in fiscal 2016, Toro's global presence extends to more than 90 countries. Through constant innovation and caring relationships built on trust and integrity, Toro and its family of brands have built a legacy of excellence by helping customers care for golf courses, landscapes, sports fields, public green spaces, commercial and residential properties and agricultural fields. For more information, visit www.toro.com.

The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis.

We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, sports fields, public green spaces, commercial and residential properties, and agricultural fields.

Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in nearly 90 countries around the world.

B. Total number and location of sales persons employed by your company.

The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Minnesota, Indiana, Connecticut, Virginia, Florida and California.

Most customer activity for the Commercial Division products will be with our distributors sales force of approximately 200 sales representatives. The resources are located in every state except Alaska.

C. Number and location of support centers (if applicable).

All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.

D. Annual sales for the three previous fiscal years.

[redacted]

E. Submit your FEIN and Dunn & Bradstreet report.

See attached W-9 form and Dunn and Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Toro has 22 distributors nationwide that handle product fulfillment to customers. These are in the form of distributors that work primarily with our Commercial Division equipment (golf and grounds) with exclusive territories, and hundreds of dealers that sell our Landscape Contractor, Irrigation, Siteworks System, and BOSS products. Most of the distributors cover several states and have multiple offices. For instance; Simpson Norton Corporation, that services the City of Mesa, has offices in Goodyear, AZ; North Las Vegas, NV; and Albuquerque, NM.

Toro Commercial products are manufactured in Tomah, Wisconsin and aggregated at our distribution center, also located in Tomah, for shipment to distribution. All of our distributors keep an inventory of products in local stock and can expect new shipments from Tomah within 6 - 30 days. The distributors then conduct any set-up and checkout of the products prior to shipment. Each distributor has exclusive and protected territory to sell Toro Commercial products to end users. Please refer to the Toro Distributor Listing attached for a listing of distributors and contacts.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.

See Toro Distributor Listing attached for a list of Commercial equipment distributors and contacts.

C. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.

All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro has over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.

D. State any return and restocking policy and fees, if applicable, associated with returns.

Parts Restocking Policy: 15% restocking fee on parts. New, unused, uninstalled electrical items are eligible for return and subject to the 15% restock fee. Used or installed electrical items cannot be returned. Parts are to be returned to Simpson Norton at customer's expense within 90 days of purchase.

E. Describe the full line of products and services offered by your company.

Toro has the broadest product line for all your Grounds Maintenance Equipment needs. We offer the highest quality products for golf courses, parks, sports fields and general grounds maintenance. This includes, many types of reel and rotary mowers, aerators, sprayers, bunker rakes, debris, and utility vehicles. We offer walk behind, stand-on, and ride-on, large area, and zero turn equipment. Our Site Works Systems group offers small skid steers, trenching equipment, underground directional drilling equipment. We have both golf irrigation and residential commercial irrigation. Our BOSS group offers snow plows and spreaders.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Brad Hamilton, Vice President, Commercial. A press release will also be distributed to the marketplace as well as the various associations with which Toro is affiliated (e.g. GCSAA, STMA, NRPA, NIGP, etc.) This Press Release will be posted in the on-line Toro website media room and communicated via social media channels Additionally Toro University hosts monthly webcasts and other training events where the contract has and will continue to be discussed.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Since November 2007, we have been training and implementing this contract with our distributor and dealer partners. If we are awarded the City of Mesa contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide Power Point presentations to our distributors that are co-

authored by Toro and the National IPA. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor and answer questions.

The Toro sales and marketing team will make sales calls with our channel partners and National IPA teams to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows.

As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers.

We will continue to train our sales force and engaging the resources we need to assure success of this contract.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

A Press Release will be developed and released to the marketplace & industry associations
Social Media - Toro FaceBook Page posting and LinkedIn posting as well as a Twitter communication
email Blast – National IPA list
email Blast – NIGP list
email Blast – incorporated into Grounds for Success eNewsletter (Onvia list to 18K)

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days

This will be done through our Distributor Operating Bulletins.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- *National IPA logo would remain as a part of the National Ads in Government Sector publications*
- *Print collateral pieces would be updated and released*

- *A Webinar will be conducted with Distributor partners as a part of the Sports Fields & Grounds (SFG) market training*
- *Distributors will be hosting SFG open house events where the Contract will be a section of the presentations*
- *Training – Toro University both in person and on-line will take place*

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Toro plans to participate in various industry trade shows including NIGP & various local Chapter events (CAPPO, FAPPO, etc) as well as NAEP, etc.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

We have participated in this manner for the last nine years and will continue to do so. We also participate on a local level with many NIGP chapter events and National IPA summit conferences. Finally, Toro plans to attend the NAEP conference as well.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

We advertise both on-line and in print on an ongoing basis through many government trade publications and where appropriate they have the National IPA logo on them identifying the contract.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Through our relationship with the NIGP we have provided case studies and developed White Papers with regards to cooperative purchasing on a national and local level. We also leverage government data using Onvia and Smart Procure systems.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;

- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

- ***Torogov.com website would be updated to reflect new contract***

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Toro has acted in good faith to the National IPA in developing and growing the current Grounds Equipment contract. We have proven ourselves over the last nine years to add value to our customers. Our current contract has always been positioned as a tool for our customers to use to make procurement easier, reduce procurement costs, leverage pricing and reduce cycle time.

In those states that currently do not have or have a limited state contract, we will position the City of Mesa/National IPA contract as a primary vehicle to local forms of government. In states that have a state contract, we will review the benefits of the City of Mesa/National IPA contract and let the customers make the value judgment. The growth of our current contract over the past nine years is proof of the value we add to our end users.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

We have provided and will continue to provide use of the Toro logo to the National IPA as long as each use of the logo is approved by Toro prior to publication and complies with our brand standards.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive contract

Toro acknowledges this requirement and will comply.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
iv. Knowledge of benefits of the use of cooperative contracts

Toro and our distributors have a very comprehensive knowledge of the features, process and awareness of our current contract and through our training will have with the City of Mesa contract as well. This knowledge has been represented by the growth in sales across our distribution channel. Any changes to the contract, process or target customer will be communicated to our distributors and individual training arranged for those distributors that require it.

F. Provide contact information for the person(s), who will be responsible for:

i. Marketing

Paula Sliefert
Sr. Marketing Manager
952-887-7107
Paula.Sliefert@toro.com

ii. Sales

Pete Whitacre
District Sales Manager
952-887-7936
Peter.Whitacre@toro.com

iii. Sales Support

Joan Olson
Administrative Assistant
952-887-8838
Joan.Olson@toro.com

iv. Financial Reporting

Anthony Sacco
Programs Administrator

952-887-7255
Anthony.Sacco@toro.com

v. Contracts

Jon Stodola
Government Sales Manager
952-887-7937
Jon.Stodola@toro.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Toro Company

Rick Olson – President & CEO

Brad Hamilton – Vice President, Commercial Division
Brad reports to Rick Olson. Reporting to Brad are our directors of sales, marketing, technical operations, customer care and controller for Commercial Division. Brad can be reached at 952-887-8815 or brad.hamilton@toro.com

Jim Heinze – Director, Commercial Sales
Jim reports to Brad and leads a team of Regional and District Sales Managers that have responsibility for growing sales in the United States and Canada. They are also responsible for goal setting with distributors, understanding distributor training and development needs, and implementing programs and contracts such as this. Jim can be reached at 952-887-8892 or jim.heinze@toro.com

Distribution

Most of our distributors are privately owned companies that are the connection from Toro to end use customer. The sales managers that report to the owners of these companies will manager a team of representatives responsible for selling and marketing Toro products. Every area of the United States has a representative assigned for sales coverage from one of our distributors. We have included a listing of these distributors and a contact list with this proposal.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

We will continue to proactively train our sales organization and target accounts that would benefit from this contract. This includes the development of sales literature updated with the new contract information and use of the National IPA logo on targeted pieces. We are always looking for ways to

engage the National IPA organization in our sales meetings. We look at National IPA as an extension of our sales team. We want to make sure they understand how we sell to end users so they can better position The Toro Company when making sales calls.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

We communicate through our organization and our channel the best-demonstrated practices, success stories and updates to this contract. We overcome hurdles by demonstrating how other distributors are growing their business through the use of the contract and the use of the National IPA resources. This coordination and communication is part of what Jim Heinze's sales team is responsible for. As key contacts for the contract, Pete Whitacre and Paula Sliefert will interface with the City of Mesa and National IPA for regular contract review meetings and strategy meetings as we have been doing for over nine years. Through this ongoing communication as changes happen at Toro, such as acquiring a new company, we can make changes to the contract and how it is marketed.

Realizing the need for consistent pricing across our distributors, Toro has created a National IPA pricing Program within our national quote system (iQuote). This assures that the correct pricing is applied to the quote, the equipment is 'fit-up' correctly and pricing can be verified by our Programs Administration department.

We have a process in place that will require our distributors to assign the National IPA agency number to their sales on this contract. This requires them to determine if the customer has already signed up as a participating agency or having them sign up prior to purchasing our products. This process requires time and support by our distributors but we have now built these processes into our daily routine.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As we are a publicly traded Company, this detailed information is considered confidential. However below is a representation of The Toro Company revenue for fiscal year 2016 by market and geographic location. Finally, we will commit to developing a list of customers to target for growth on this contract.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

We use SAP as our mainframe through which our sales reporting function is housed. Our distributors electronically communicate all transactions to Toro through Connectivity by which we can collect sales data.

We are also equipped to conduct Electronic Funds Transfer payments.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

[redacted]

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

See attachment 'Exceptions Taken' for detail.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

EXAMPLE

days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole

EXAMPLE

discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

EXAMPLE

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.

3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

EXAMPLE

5. That the Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

6. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.

8. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.

9.This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT

LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT

TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

TAB 3 - Program Description AND Method of Approach. Provide a detailed written response illustrating how your offer will meet the General Requirements of this solicitation for the City of Mesa and the national program. Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Distribution Network
   a. Describe how your firm proposes to distribute the equipment, accessories, parts and provide services nationwide.

      Toro has 22 commercial distributors nationwide that handle product fulfillment to customers. These are in the form of distributors that work primarily with our Commercial Division equipment (golf and grounds) with exclusive territories, and hundreds of dealers that sell our Landscape Contractor (LCE), irrigation and Siteworks System (SWS), and BOSS snow products. Most of the distributors cover several states and have multiple offices. For instance; Simpson Norton Corporation, that services the City of Mesa, has offices in Goodyear, AZ; North Las Vegas, NV; and Albuquerque, NM.

      Toro Commercial products are manufactured in Tomah, Wisconsin and aggregated at our distribution center, also located in Tomah, for shipment to distribution. All of our distributors keep an inventory of products in local stock and can expect new shipments from Tomah within 6 - 30 days. The distributors then conduct any set-up and checkout of the products prior to shipment. Each distributor has exclusive and protected territory to sell Toro Commercial products to end users. Please refer to the Toro Distributor Listing attached for a listing of distributors and contacts.

   b. Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

      Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. See Commercial Distributor List

      See Toro Distributor Listing attached for a list of Commercial equipment distributors and contacts.

   c. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.

      All of Toro's Commercial products are manufactured in Tomah, WI and shipped from our warehouse in Tomah to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro Commercial channel has over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.

   d. Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.

      Typically equipment is setup and delivered to customer's designated delivery location 2 – 30 business days after receipt of the purchase order. Delivery times vary based on the type of equipment. Any delivery dates noted on the customer's PO are honored. If for some reason a deadline cannot be met, the salesperson will work closely with the customer to find a mutual solution. A Certificate of Delivery accompanies each piece of new Toro equipment. (See copy attached). The customer retains a copy along with a binder including operator and parts

manuals along with any other documentation pertaining to that specific piece of equipment. Updates for delivery dates are communicated by the salesperson.

e. Identify the supplier(s) and their business location(s) that will service the City of Mesa's account.

Simpson Norton Corporation has been a distributor for Toro equipment in Arizona since 1957. Their business is located in Goodyear, Arizona. There are four in-field technicians that cover the Phoenix metro area, including the City of Mesa. There is a complete service shop with four bays located at the corporate office in Goodyear.

Shelly Spencer – Sports Fields and Grounds Manager for Simpson Norton Corporation. Shelly will be the main contact person for the City of Mesa. Shelly is responsible for all contracts offered by the Simpson Norton Corporation. She processes all orders and purchase orders.

Fred Balzarini-Territory Manager is the salesman for the City of Mesa. Fred will provide the City of Mesa with equipment recommendations, quotes and training on new equipment.

In-Field service technicians will be dispatched as needed for any service/warranty needs.

f. Describe your dealer network and their role in providing products, services, etc. under the contract.

Toro has twelve global manufacturing locations, seven of which are located in the United States; Minnesota, Wisconsin, Texas, Nebraska, Florida & California. Our products are shipped to our 22 Commercial distributors and hundreds of dealers through which products and services are provided for customers. See Distributor List for locations.

2. Reporting. Describe Respondent's reporting capabilities at the national level and Agency level. Provide sample standard reports.

SAMPLE MONTHLY SALES REPORT TO NATIONAL IPA

National IPA Sales

For the Month of XX

Agency Number	Customer Name	Program Customer Name	City	Region	Zip Code	Issue/Paid Date	Award	Admin Fee	
we require this number from our dealers/distributors	Toro dealer/distributor name	Agency Name				Invoice date	Purchase amount	fee paid to National IPA	

SAMPLE OF TORO SALES REPORT BY CUSTOMER

Example Report of City of Mesa Spend

Dist ID	Ship to Custome	FY	Invoice Dat	Invoice Number	Material / Description	Retail Qty	Price
420	**CITY OF MESA**	2015	05/11/2015	1465124-00	03710 - 27" HD 8 BLD DPA CU	5	15,745
420	**CITY OF MESA**	2015	05/11/2015	1465124-00	03780A - *OBS* REELMASTER 7000-D [T4F, US]	1	48,999
420	**CITY OF MESA**	2015	05/11/2015	1465124-00	30552 - UNIVERSAL SUNSHADE-RED	1	565
420	**CITY OF MESA**	2015	05/11/2015	1465124-00	03716 - 27" HD VERTICUTTER CU	5	10,495
420	**CITY OF MESA**	2015	07/15/2015	1468331-00	41211 - ELECTRIC HOSE REEL KIT - MP1750	1	2,217
420	**CITY OF MESA**	2015	07/15/2015	1468331-00	30358 - BIMINI CANVAS SUNSHADE	2	324
420	**CITY OF MESA**	2015	**Total**			**15**	**78,345**

3. Product Requirements.
   a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation for the City of Mesa and the national program. Offerors shall identify and describe the proposed product lines that meet the specifications located in the Product Requirements section of this solicitation (Section 4 of the Scope of Work).

      Toro offers a full line of mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero turn mowers, four wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field and general grounds maintenance. See attached brochures.

      - SPORTS FIELDS AND GROUNDS EQUIPMENT

        Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, and turf cultivation equipment.

      - GOLF COURSE MAINTENANCE EQUIPMENT

        Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment and turf cultivation equipment.

      - RELATED EQUIPMENT PARTS

        Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts.

      - USED EQUIPMENT

        Each of our distributors provide access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)

- BALANCE OF LINE

  We are also including our Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems, and BOSS equipment lines with our proposal.

b. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.

Simpson Norton Corporation, that services the City of Mesa, has offices in Goodyear, AZ; North Las Vegas, NV; and Albuquerque, NM.

Due to the stocking level at our distributors and our logistics systems in place, we have achieved a 98% average same day parts fulfillment rate nationally.
As for repairs, each instance will differ in the scope of work but a timeframe will be agreed on with the customer for repair and return of product to the customer.

c. Detail any warranty and extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.

Toro's standard Commercial Products Warranty states that "Your Toro Commercial product will be free from defects in materials or workmanship for two years or 1500 operational hours, whichever occurs first. Where a warrantable condition exists, we will repair the Product at no cost to you including diagnosis, labor, parts and transportation." Our standard Commercial Parts Warranty states 'your Toro Commercial Part to be free from defects in material or workmanship for ninety days, 1 year for complete engines."

You can also purchase additional protection for your products through Toro Protection Plus (TPP). These are optional programs designed to provide you with budget protection and security after the initial 2 year warranty period. You can elect the Drive Train Protection or the Comprehensive Protection.,

Drive Train Protection: This program covers the engine, transmission/transaxle including; hydrostatic pumps, valves and motors; drive axles/drive assemblies including; all parts contained in the drive axle, PTO housing, 4-wheel drive assemblies, hydraulic drive pumps, valves, steel lines and motors within the frame.

Comprehensive Protection: This program covers all operational parts and assemblies for your mower, vehicle or other machinery against mechanical breakdown. The items not covered are; normal maintenance items, tune-ups, tires, batteries, blades, belts and hoses.

Used Equipment
Qualified used equipment can be covered with Toro Protection Plus Pre-owned.

See Warranty documents as follows:

Toro General Commercial Product Warranty

A Two-Year Limited Warranty

Conditions and Products Covered

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly warrant your Toro Commercial product ("Product") to be free from defects in materials or workmanship for two years or 1500 operational hours*, whichever occurs first. This warranty is applicable to all products with the exception of Aerators (refer to separate warranty statements for these products). Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, parts, and transportation. This warranty begins on the date the Product is delivered to the original retail purchaser.
* Product equipped with an hour meter.

Instructions for Obtaining Warranty Service

You are responsible for notifying the Commercial Products Distributor or Authorized Commercial Products Dealer from whom you purchased the Product as soon as you believe a warrantable condition exists. If you need help locating a Commercial Products Distributor or Authorized Dealer, or if you have questions regarding your warranty rights or responsibilities, you may contact us at:

Toro Commercial Products Service Department
Toro Warranty Company
8111 Lyndale Avenue South
Bloomington, MN 55420-1196

952–888–8801 or 800–952–2740
E-mail: commercial.warranty@toro.com

Owner Responsibilities

As the Product owner, you are responsible for required maintenance and adjustments stated in your *Operator's Manual*. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

Items and Conditions Not Covered

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This warranty does not cover the following:

- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on, or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items.
- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain your Toro product per the Recommended Maintenance listed in the *Operator's Manual* can result in claims for warranty being denied.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts subject to consumption through use unless found to be defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greasable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc.
- Failures caused by outside influence. Conditions considered to be outside influence include, but are not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration.
- Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.

Parts

Parts scheduled for replacement as required maintenance are warranted for the period of time up to the scheduled replacement time for that part. Parts replaced under this warranty are covered for the duration of the original product warranty and become the property of Toro. Toro will make the final decision whether to repair any existing part or assembly or replace it. Toro may use remanufactured parts for warranty repairs.

Deep Cycle and Lithium-Ion Battery Warranty:

Deep cycle and Lithium-Ion batteries have a specified total number of kilowatt-hours they can deliver during their lifetime. Operating, recharging, and maintenance techniques can extend or reduce total battery life. As the batteries in this product are consumed, the amount of useful work between charging intervals will slowly decrease until the battery is completely worn out. Replacement of worn out batteries, due to normal consumption, is the responsibility of the product owner. Battery replacement may be required during the normal product warranty period at owner's expense. Note: (Lithium-Ion battery only): A Lithium-Ion battery has a part only prorated warranty beginning year 3 through year 5 based on the time in service and kilowatt hours used. Refer to the *Operator's Manual* for additional information.

Maintenance is at Owner's Expense

Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, and completing recommended maintenance are some of the normal services Toro products require that are at the owner's expense.

General Conditions

Repair by an Authorized Toro Distributor or Dealer is your sole remedy under this warranty.

Neither The Toro Company nor Toro Warranty Company is liable for indirect, incidental or consequential damages in connection with the use of the Toro Products covered by this warranty, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty. Except for the Emissions warranty referenced below, if applicable, there is no other express warranty. All implied warranties of merchantability and fitness for use are limited to the duration of this express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Note regarding engine warranty:

The Emissions Control System on your Product may be covered by a separate warranty meeting requirements established by the U.S. Environmental Protection Agency (EPA) and/or the California Air Resources Board (CARB). The hour limitations set forth above do not apply to the Emissions Control System Warranty. Refer to the Engine Emission Control Warranty Statement supplied with your product or contained in the engine manufacturer's documentation for details

Countries Other than the United States or Canada

Customers who have purchased Toro products exported from the United States or Canada should contact their Toro Distributor (Dealer) to obtain guarantee policies for your country, province, or state. If for any reason you are dissatisfied with your Distributor's service or have difficulty obtaining guarantee information, contact the Toro importer.

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TORO PROTECTION PLUS COMMERCIAL EQUIPMENT PLAN

CUSTOMER NAME			
ADDRESS			
CITY	STATE/ PROVINCE	ZIP	
PHONE NUMBER W/AREA CODE			
ISSUING DISTRIBUTOR			
LIENHOLDER (IF ANY)	CITY	STATE	
TYPE OF COVERAGE	LENGTH OF TORO PROTECTION PLUS		
TORO WARRANTY START DATE	LENGTH OF TORO WARRANTY *Months*		

PLAN PURCHASE DATE	
TOTAL EQUIPMENT PURCHASE PRICE	
EQUIPMENT MODEL NUMER	EQUIPMENT SERIAL NUMBER
ATTACHMENT MODEL NUMBER	ATTACHMENT SERIAL NUMBER
EQUIPMENT TYPE	
PROTECTION COVERAGE CODE	

This plan is not an insurance policy. It is an agreement between you, the Customer, and The Toro Company or one of its wholly owned subsidiaries or affiliates ("Toro"). By acceptance of this Plan, Customer understands there are distinct coverages, terms and condition, and that coverage is for Toro products exclusively, and is subject to approval and acceptance by Toro.

COMPREHENSIVE PROTECTION

ALL OPERATIONAL PARTS, COMPONENTS, ASSEMBLIES OF THE MACHINE INDICATED ABOVE, including Toro manufactured options, accessories, and attachments not requiring independent Plan coverage purchased with and included in the Equipment Price indicated above, subject only to those exclusions stated on the back of this Plan.

TRANSPORTATION BENEFIT: If Customer incurs transportation Expenses due to the breakdown of a covered component, the Plan will pay up to $77 for mobile service or $0.50/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess. Benefit Rates are subject to change; please consult your Distributor or Dealer for current rates found in the Toro Warranty Policy and Procedure Manual.

DRIVETRAIN PROTECTION

ENGINE: All parts contained within the engine block, cylinder head, crankcase or motor housing; the engine block, cylinder head, crankcase or motor housing if damaged by the mechanical breakdown of a covered internal part.

MANUAL OR HYDROSTATIC TRANSMISSION OR TRANSAXLE: All parts contained within the transmission or transaxle case; the transmission or transaxle case if damaged by the breakdown of a covered internal part; hydrostatic or hydraulic pumps, valves and motors.

DRIVE AXLES/DRIVE ASSEMBLIES: All parts contained within the drive axle housings and 4 wheel drive assemblies; the drive axle housing if damaged by the mechanical breakdown of a covered internal part; hydraulic drive pumps, valves, steel lines and motors which are attached to the main frame of the machine.

TRANSPORTATION BENEFIT: If Customer incurs transportation Expenses due to the mechanical breakdown of a covered component, the Plan will pay up to $77 for mobile service or $0.50/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess. Benefit Rates are subject to change; please consult your Distributor or Dealer for current rates found in the Toro Warranty Policy and Procedure Manual.

TORO PROTECTION PLUS
P. O. Box 15163 • Lenexa, KS 66285
Customer Service: tppsales@toro.com
Claims Inquiries: tppclaims@toro.com

800-976-TORO
(800-976-8676)

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COMMERCIAL EQUIPMENT PLAN TERMS and CONDITIONS

BREAKDOWN COVERAGE:

The Toro Company or one of its wholly owned subsidiaries or affiliates ("Toro") agrees to repair, replace or reimburse Customer for reasonable cost to repair or replace any covered part, component, or assembly of the covered machine if required due to a breakdown, subject only to the exclusions stated below. Breakdown is defined as the sudden or unforeseen failure of a defective part, component or assembly", or, "faulty workmanship on a part, component or assembly as supplied by the manufacturer". Reasonable cost is defined as the amount charged for the repair or replacement of covered parts at prevailing labor rates, using Toro parts of like kind and quality, which may include approved used and/or remanufactured parts when necessitated or available.

TERM:

The term of the Plan shall be from the "Toro Warranty Start Date" indicated on the front of this Plan, through the Toro warranty period, to the end of the "PLUS" term indicated on the front of this Plan. The Plan coverage begins when the Toro warranty ends, whether due to hours of use or passage of time. Toro reserves the right to reassign the end date of the Plan's coverage when the "hours of use" ends the Toro warranty coverage prior to the passage of two calendar years.

LIMIT OF LIABILITY:

Coverage provided by this Plan is subject to the following limits: the total cost for any single repair shall be limited to a maximum of 25% of the Equipment Purchase Price, indicated on the front of this Plan; the total cost for all repairs over the full term of this plan is limited to 50% of that Equipment Purchase Price, or $25,000, whichever is less.

CUSTOMER RESPONSIBILITIES:

In order to keep this Plan in force during its term, the covered Equipment must be serviced as recommended by Toro. If Customer performs own maintenance, a written record of service must be maintained, along with receipts showing dates of purchase of maintenance parts, lubricants and/or materials. In the event of a claim involving serviceable parts, and if requested, a copy of the service record and pertinent receipts must be furnished to Toro. The required servicing shall have a tolerance of 50 hours for those machines equipped with an hour meter.

IN THE EVENT OF A BREAKDOWN, CUSTOMER MUST:

1. Use all reasonable means to protect the equipment from further damage;
2. Contact your Toro Distributor for assistance;
3. If requested, provide service record and receipts for required maintenance parts, lubricants or materials;
4. If Toro should deem necessary, allow them or representative to inspect damaged parts and/or machine.

EXCLUSIONS – COVERAGE SHALL NOT APPLY:

1. For repair or replacement of any covered part if a Breakdown, per definition above, has not occurred.
2. For any breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other Act of God or environmental damage.
3. For liability of damage to property, or injury to or death of any person arising out of the operation, maintenance or use of the covered equipment.
4. For any breakdown caused by alterations, misuse, abuse, negligence, lack of normal or required maintenance, or for failure to protect the covered equipment from further damage when a breakdown has occurred.
5. When responsibility for the repair is covered by any Toro warranty or repairer's guarantee, or if Toro has announced responsibility through product or part recalls and/or repair bulletins.
6. For damage resulting from the failure to maintain proper levels of lubricants and/or coolants.
7. For loss of use, time, inconvenience, profits, or other consequential loss.
8. For damage to a covered part caused by the breakdown or failure of a non-covered part or component.
9. For any breakdown occurring while the hour meter is inoperative or if the hour meter has been tampered with or replaced.
10. For any breakdown caused by contamination or restriction of fuel, coolant or lubricant systems, or damage resulting from rust, corrosion, freezing or overheating.
11. For the cost of parts and/or labor due to the normal and routine maintenance described in the manufacturer's maintenance instructions for the equipment; or, for the lack of said maintenance
12. For the cost of maintenance/service including, but not limited to, engine tune-ups, adjustments, replacement of engine parts for the sole purpose of increasing operating performance, filters, spark plugs, spark plug wires, glow plugs, manual clutch facings, plastic or rubber parts/hoses, hydraulic hoses, or belts, unless required in connection with the repair of a covered part.
13. For exhaust system parts, brake linings, brake rotors or drums, tracks, solid wheels or pneumatic tires, wheel covers, lug nuts, batteries, standard consumable batteries (Hybrid or Electric System Batteries not excluded), battery cables, thermostats, freeze plugs, blades, external chains, or spray nozzles, unless required in connection with the repair of a covered part.
14. For bright metal, sheet metal, ornamentation, molding, paint, glass, LEDs/LCDs, lamps, lenses, trim, seats coverings, or fabrics, unless required in connection with the repair of a covered part.
15. For the costs of parts shipping, equipment storage, or state and local taxes. The cost of shop supplies or environmental fees exceeding 5% of parts and labor or $10.00 per repair, whichever is less.
16. Travel or transportation costs exceeding the Plan benefit.

TRANSFER PROVISION:

Coverage may be transferred to any new owner until such time as this Plan expires, subject to application approval and payment of $30 fee. Change in ownership of the equipment must be reported to TORO PROTECTION PLUS Administrators within 45 days of change of ownership.

CANCELLATION PROVISION:

This Plan may be cancelled by the Customer upon giving written notice to the Toro Distributor indicating when the cancellation is to be effective. In the event of cancellation, the Distributor will refund the unearned Plan price calculated on a Pro-Rata method reflecting the days in force, less any prior claim payments, or a minimum service charge of $30 (whichever is greater), unless otherwise prohibited by law. The days in force are calculated from the Toro Warranty Start Date indicated on the front of this plan to the effective cancellation date. If the equipment described and this Plan have been financed through a lender and Customer defaults in the repayment obligation to that lender, the Toro reserves the right to either cancel this Plan or transfer the rights under this Plan to that lender.

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d. Describe in your offering if you currently have or are in the process of developing Hybrid and/or all Electric equipment.

Alternative Fuels

A number of years ago, The Toro Company saw the need to evaluate and approve the use of biodiesel fuels in our products. We conducted an extensive, multi-year test program to approve the use of biodiesel fuels. As a result of the testing, all Toro diesel products are approved for the use of B20 fuels. We made the necessary changes to the machines that allow the use of that mix. We are willing to work with specific customers and allow the use of B100 fuel is special situations. The machines will function well on B100 fuel but some caution must be taken. Cold temperatures can cause the fuel to jell. It is also necessary to change fuel filters on a more regular basis. We would be happy to work with you to use B100 fuel successfully.

Propane is another choice that we offer on a few products. Properly designed propane powered products can be a good choice. We have engineered the products to have the correct engines and fuel systems so that they perform up to customer expectations. Propane requires convenient access to a fuel supply. It is also a less dense fuel that is typically stored in cylindrical tanks. The product range is somewhat less than an equivalent gasoline powered machine. Propane powered machines also tend to struggle a bit in cold temperatures because it is necessary for the fuel to vaporize. If the customer has a readily available supply of fuel and the site and use practice allow, propane can be a lower cost and lower carbon impact choice.

With the full implementation of the Tier 4 final EPA emission requirements, all of our products are in full compliance with the applicable rules. These products work very well and have lower emissions and somewhat improved fuel economy.

Fuel Efficiency

One of the ways to reduce the impact of the product is to improve the fuel efficiency, essentially increase the "mileage" of the product. We have done some extensive studies on how fuel is used and have identified some improvements that we have implemented. We have implemented a technology that we call SmartCool™. It more actively decides when it is necessary to run the cooling system on the machine. This reduces fuel consumption in two ways. One, it does not waste energy to run the fan when it is not required. Secondly, it allows the machines systems to run at optimum temperature again assuring fuel is not wasted. This technology can save up to xx%

We have also implemented a technology that we call SmartPower™. In order to make sure that a product meets customer expectation, it is necessary to make sure that the machine has more power than needed in all conditions. As a result of extensive studies of machine usage, we found that the peak power demand were very short duration and were only in special situations. These peaks caused us to put a larger than necessary engine on the machine resulting more fuel consumption. SmartPower™ actively manages the power demand by monitoring the inputs from the operator and clipping the demands by not allowing the machine to exceed it capabilities. This allows us to utilize a smaller, more fuel efficient engine. Machine performance on machines with SmartPower™ is equivalent to machines that do not have the technology with lower fuel consumption. This feature allows an inexperienced operator to be more productive than a seasoned veteran.

The new GM5900/5910 that was just made available to the market delivers improved horsepower efficiency through innovations to the hydraulic systems, the electric cooling system and cutting system improvements, which reduces power usage. Because of these innovations, we have a demonstrated up to a 30% improvement in fuel consumption.

Hybrid Electric

We see a lot of opportunity to use hybrid electric technology to improve the fuel efficiency of our products. Hybrid electric is beneficial when the peak power requirements are substantially larger than the average power. We have two products that are currently available. One Triflex Greensmower and a fairway mower known as the 5010H. Both products are true hybrids that have engines that charge batteries and power the implements with electric drives. The electric drives are designed for this application to be substantially more efficient than the drives that they replace. We have implanted a creative technology that we call PowerMatch where the hybrid power system decides if the energy required to accomplish the task comes from the engine or the batteries. The net result is 20% fuel savings. Hybrid technology has potential applications to other products in our portfolio that are currently in development.

All Electric Products

We have been looking at all electric products for many years. Toro holds some of the original patents on electric mowers that date back to the 1920's. The fundamental challenge is that it takes approximately 800 pounds of lead-acid batteries to be equivalent to a gallon of gasoline or diesel fuel. As a result, it is difficult to get the performance that customers expect or that provide the run time that is needed because it is not possible to carry enough energy in batteries. Battery technology continues to improve both in performance and cost.

As of today, we have developed and offered for sale a eFlex® Greensmower® that utilizes state of the art brushless DC electric motors and advanced Li-Ion battery system. The battery

is designed to last for 5 years and provide sufficient runtime to mow the expected number of greens and to power the key desired accessories such as groomers and lights.

New to the market is the Workman GTX electric, which has extended range over its predecessor

We have and continue to look for new applications of all electric products. It is very important that we understand the demands of the application and make sure that the components are appropriately sized for the application. We need to make sure that we provide adequate power (torque) for peak demands and sufficient capacity and cooling for the required runtime. We believe that we understand the customer needs and expectations so that our all-electric products now and in the future will be desired because they are superior products. We are in the process of developing additional electric products (and hybrid electric products) for release in the near future.

Hydrogen Fuel Cells

Hydrogen fuel cells are one of the emerging technologies that hold a lot of promise for mobile applications. They were invented in the 50's and 60's and one of the first high profile applications were to provide electrical power and water to space craft that allowed us to go to the moon. The first flight of fuel cells was Gemini 5 in August 1965. The explosion in the oxygen tank that provided fuel for the fuel cell and oxygen for the crew was the cause of the disaster in Apollo 13. Fuel cells are desirable because they provide efficient electricity and they are refuelable vs rechargeable.

We have prototyped a number of fuel cell vehicles to both demonstrate the potential and to identify the design challenges. We picked two of our product platforms to work with a triplex Greensmower™ and our mid-duty and heavy-duty utility vehicle platform. All of the products resulted in very serviceable products that were equal to or superior to the engine driven platforms that they replaced. We knew we were on the bleeding edge of the commercialization curve. The products were highly functional but were high cost and fuel is not readily available. The turf maintenance market is not large enough to enable commercialization of the infrastructure. We can however utilize shared infrastructure.

We developed and deployed a demonstration of the hydrogen vehicles that was supported by the New York State Energy Research and Development Authority (NYSERDA). We developed and deployed in demonstration 4 vehicles at Niagara Falls State Park, Albany, Hempstead and Bethpage.

Appendix

Toro Fuel Cell Powered Heavy Duty Workman Utility Vehicle

Dimensions:	128” x 65” x 76” (L x W x H*)	* Incl ROPS
Weight:	~2000 lbs (est)	
Max GVW	4250 lbs	
Payload:	2250 lbs total (1850 lbs bed, 400 lbs passengers)	
Towing:	3500 lbs (w/ trailer brakes), 1500 lbs (w/o brakes)	
Bed:	Hyd. dump, latching tailgate, stake pockets, 20 cu ft	
Top Speed:	20 mph	
Seats:	2	
Tire Size:	20 x 10 – 10 (Front)	24 x 12 – 12 (Rear)
Construction:	Steel frame, steel bed, plastic hood and body panels	
Suspension:	Coil Spring (front)	Leaf Spring (rear)
Storage:	Glove box (open)	
Controls:	Power steering, accelerator pedal, brake pedal, park brake, F-N-R, Hi-Lo range, diff-lock, bed lift, key-start, light switch, horn, cruise control, supervisor switch.	
Gages:	H2 psi (fuel), hours, LCD info-center, indicator lamps	

Fuel Cell:	8 kW PEM, Hydrogenics
Operating voltage:	48V nominal
Motor/Controller:	ACIM, 600 A
Buffer-Hybrid:	4 x 12 Lead Acid batteries
Tank Pressure:	5000 psi (350 bar)
Tank capacity:	74 liters (1.8 kg)
Range:	Estimated ~80 miles/tank? (TBD)

Toro Fuel Cell Powered Mid-Duty Workman Utility Vehicle

Dimensions:	120” x 59” x 50” (L x W x H)
Weight:	1600 lbs
Payload:	1200 lbs total (800 lbs bed, 400 lbs passengers)
Towing:	800 lbs
Bed:	Hydraulic dump, latching tailgate, stake pockets
Top Speed:	16 mph
Seats:	2
Tire Size:	22 x 9.5 - 10
Construction:	Steel frame, plastic bed and body panels
Suspension:	Rubber elastomer (front)* NA (rear)
Storage:	Under seat, under hood*
Controls:	Steering, accelerator, brake, park brake, F-N-R, bed lift, key-start, light switch
Gages:	H2 psi (fuel), hours, temperature, info-center*
Fuel Cell:	8 kW PEM, Hydrogenics
Operating voltage:	48V nominal
Motor/Controller:	Brush DC, 500 A
Buffer-Hybrid:	Ultracapacitors or LA batteries*
Tank Pressure:	5000 psi (350 bar)
Tank capacity:	32 liters (0.8 kg)
Range:	Up to 55 miles/tank

Toro Fuel Cell Powered Mid-Duty Workman Utility Vehicle

Dimensions:	120” x 59” x 50” (L x W x H)
Weight:	1800 lbs
Payload:	1200 lbs total (800 lbs bed, 400 lbs passengers)
Towing:	800 lbs
Bed:	Hydraulic dump, latching tailgate, stake pockets
Top Speed:	16 mph
Seats:	2
Tire Size:	22 x 9.5 - 10
Construction:	Steel frame, plastic bed and body panels
Suspension:	Rubber elastomer (front)* NA (rear)
Storage:	Under seat, under hood*
Controls:	Steering, accelerator, brake, park brake, F-N-R, bed lift, key-start, light switch
Gages:	H2 psi (fuel), hours, temperature, info-center*
Fuel Cell:	5 kW PEM, Nuvera
Operating voltage:	48V nominal
Motor/Controller:	Brush DC, 500 A
Buffer-Hybrid:	4 x 12 Lead Acid batteries
Tank Pressure:	5000 psi (350 bar)
Tank capacity:	32 liters (0.8 kg)
Range:	Up to 55 miles/tank

e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

The Toro Company received the Gold Medal for Innovation, awarded to the Reelmaster 5010-H at demopark+demogolf 2015.

The Toro Company is the leading "smart" irrigation manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, the EPA, and others, for its innovative and water-efficient products. Some examples of unique Toro irrigation products include: Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾" gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate evaporation and runoff.

The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's "Twenty for 2016 New Product Awards". The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market.

Toro GrandStand Multi Force

Toro is bringing four-season versatility to its stand-on mower line with the all-new GrandStand Multi Force featuring a BOSS snow plow attachment. The new models allow operators to switch between a mowing deck and a snowplow with a simple change of attachments. Perfect for clearing snow from sidewalks, the GrandStand Multi Force is equipped with a movable caster assembly that shortens the frame to maximize the performance of each attachment. This makes the machine more maneuverable and effective for removing snow. In addition, once Toro's Quick Attach System is set up, users can switch from a mowing deck to a snowplow in minutes. Attachments for the GrandStand Multi Force connect to a Power Arm that is able to lift more than 18 inches, allowing an operator to push snow up and over curbs. The GrandStand Multi Force also offers all the advantages of Toro's traditional GrandStand stand-on mower, including a large, comfortable operator platform with smooth suspension, outstanding visibility, and a smaller footprint that's easy to transport. Both new models are equipped with Toro's 7-gauge steel Turbo Force mowing deck, which delivers a pristine after-cut appearance. LI

f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.

<u>GM3500: Sidewinder® patented feature</u>
The Sidewinder cutting units shift left and right a total of 24 inches (61 cm). This increases the cutting unit overhang for precise trimming. The tire tracks can also be shifted within the mowing path to reduce wear on the turf.

<u>GM5900, GM4000, GM4100, GM4500, GM4700: SmartCool™ System</u>
SmartCoolThe hydraulically driven cooling fan automatically reverses to blow off chaff buildup on the top and rear air intake screens. The reversal is triggered by rising coolant temperature, hydraulic oil temperature, or air intake temperature. Toro.com/5900

GM360: QuadSteer™
Unique Quad-Steer all-wheel steering means you can turn on a dime without tearing turf, enabling mowing around fence posts and other objects, even on slopes, in one pass.

GM5910, GM4010, GM4110:
Factory installed safety cab, competitors have cabs installed by distributor. The factory-installed cab unit includes an integrated four post ROPS, and provides an exceptionally quiet and comfortable environment for the operator. The low profile air conditioning and heating unit is built into the headliner of the cab for increased clearance under trees and storage areas. The front and rear windows open to allow fresh air to the interior of the cab and a front wiper and washer keeps the windshield clean.

GM7200: Polar Trac system, only zero-turn mower that converts to a winter tracked snow and ice removal/treatment machine

- *Converts the Groundsmaster® 7200 into a snow removal machine complete with two rubber tracks and a climate control cab*
- *Track tread is designed for slick ground such as an ice rink*
- *Switch between snow attachments in minutes*
- *POLAR TRAC™ attachments: snow blower, rotary broom, angled snow blade, and v-plow*

GM5900: InfoCenter™
The onboard InfoCenter monitors and displays machine functions to help keep diagnostic time down, and operating hours UP.

Groundsmaster 5900 and 4000, Bi-directional impact absorption on wing decks up to 5 mph.

Groundsmaster 4300 and 360 -4WD : Cross Trax all –wheel drive system

Reelmaster 5010H Hybrid Fueled Reel Mower
Patented PowerMatch technology – the first true hybrid system in a mower that smartly varies and seamlessly matches the power needed from two sources for traction and mowing depending on the workload encountered. The self-charging, 48 volt battery pack is the same type used in the auto industry, and is paired with a more fuel efficient, 24.8 hp diesel engine that results in fuel savings of 20% or more compared to similar mowers.

EdgeSeries Reels
Reduced maintenance through improved edge retention (resulting from use of more advanced reel blade material and improved design geometry).

GeoLink Precision Spraying System
The first turf-based GPS spray system, with individual nozzle control and centimeter-accuracy that ensures only the target area is covered. The GPS system reduces operator error, monitors area treated and tracks chemical usage, resulting in savings of 14% on average.

ProCore 648
Rear Wheel Placement
The unique design places the wheels in front of the aeration head so adjacent passes can be made without running over cores or freshly aerated turf. This prevents damage to the turf and the fresh holes. Eliminating crushed cores makes cleanup easier, which in turn leads to a more efficient aeration process.

Series/Parallel 3WD
Patented system that improves traction by maintaining power to the wheels. This leads to improved performance on undulating turf and more consistent hole spacing.

TrueCore™ Ground Following System
System enables consistent hole depths of up to 4 inches to be achieved. It automatically adjusts the aeration head to maintain the desired tine depth on undulating turf. This leads to a consistent aeration result and uniform turf conditions.

RotaLink™ Tine Guide Mechanism
Ensures tines remain vertical as they enter and exit the ground. This produces consistently clean holes for better looking turf and easier top dressing fill.

Precision Balanced Drive System
Drive system is modeled after a 6-cylinder engine with precision balancing. This configuration eliminates hopping, rocking and uncomfortable vibration. This leads to less operator fatigue and discomfort, while providing a more productive aeration experience.

ProCore 864/1298
Tine Guide Mechanism
Ensures tines remain vertical as they enter and exit the ground. This produce consistently clean holes for better looking turf and easier top dressing fill.
Precision Balanced Drive System
Toro's precision balanced coring heads provide exceptionally smooth operation allowing the operator to run the unit in the up position. This simplifies operator interface and improves efficiency.
Articulating Coring Heads (1298)
The ProCore 1298 features two independent coring heads that articulate for exceptional ground following.

ProCore SR Series (deep tine)
Hydraulic depth control
Allows operator to easily and quickly adjust aeration depth on the fly from the tractor's seat
Intelligently Engineered
Unique geometry of the aerator maintains tine-to-turf engagement angle as depth is adjusted. This provides consistent aeration across the depth spectrum without additional adjustments

GreensPro Rollers
The overlapping smoothing rollers deliver uniform roll across the entire machine. Competitive models do not have feature resulting in a strip of unrolled turf between rolling heads
Integrated Trailer

The GreensPro features an integrated trailer allowing for simple and fast transport. Many competitive models require a separate trailer which makes transport slower and often requires flat ground for the roller to be dismounted
Familiar Steering
The GreensPro 1200 is controlled by a steering wheel which is familiar to most operators. Other rollers have a variety of steering techniques providing a steeper learning curve and can challenging and less safe for new operators.

ProStripe 560
Simple Height of Cut Adjustment
The cutting height on the ProStripe 560 can be adjusted via a single lever. Competitive models feature three points to adjust cutting height which is more complicated and more likely for error
Split Rear Roller
The ProStripe 560 features a split differential allowing each half of the roller to move independently. This feature provides two key benefits: (1) It helps protect turf from scuffing in sharp turns; (2) It provides the needed flexibility for the ProStripe to mow a wider variety of locations competitive models cannot easily operate.

MP 5800
- *Exclusive 6 Diaphragm Pump provides not just the pressure but also the proper volume needed to maintain proper application rate.*
- *Elliptical chemical tank with side agitation nozzles – together with the 6 Diaphragm pump creates a rolling agitation action in the tank for a homogenous mix and also has the benefit of exceptional chemical mixing capabilities.*
- *Tri Truss booms with impact breakaway feature protects nozzle turrets and nozzles from damage.*
- *Exclusive Ultra Sonic Boom accessory kit that automatically maintains the proper 20" boom height, maintaining proper application rate.*
- *Available chemical loading Eductor kit that lowers down to waist height for safe and easy loading of chemicals.*
- *Exclusive available chemical tank Triple Rinse kit that automatically triple rinses the inside of the tank. The system can be operated while the machine is being driven.*

Workman GTX utility vehicle
An unequalled combination of comfort, versatility, power and control make the Workman GTX simply superior to competitive utility vehicles.
- *Comfort: incorporating a split frame and gimbal joint which isolate movement away from the operator while keeping the bed stable. This class-exclusive feature increase comfort, reduces operator fatigue, and increases safety by keeping all four wheels solidly on the ground.*
- *Versatility: Featuring hundreds of configurable options that include front and rear attachments, including trash can mount, hose reel, walk spreader mount, four and six foot flat bed options, and a bed rack with easily customizable attachment points for string trimmers and other tools. The Workman GTX can also be stretched from two to four seats with an extension kit.*
- *Power: choice of either 429cc gasoline engine or 48-volt brushless A/C electric motor provide the performance to tow 1,000 lbs, or a total vehicle capacity of 1200 lbs.*

- *Control: Class-exclusive hydraulic disc brakes give reliable and consistent stopping power, while the coil-over shocks deliver a smoother ride, minimizing operator fatigue.*

Workman MD utility vehicle
SRQ™ - Superior Ride Quality
SRQ™ combines a coil-over shock absorber suspension design with the Active In-Frame™ twister joint. Front suspension is Independent A-Frame design with coil-over shock absorbers. Rear suspension is Swing Arm design with coil-over shock absorbers. Benefits include operator comfort, safety, reduced operator fatigue, and productivity and efficiency gains.

Active In-Frame™ Twister Joint
The innovative Active In-Frame™ Twister Joint allows each axle to react independently to the terrain. The result is the smoothest ride over the most undulating surfaces. All four wheels maintain constant contact with the ground for better traction, stability and less potential turf damage.
Operator/Passenger Platform
Extended front frame for additional legroom to enhance SRQ™ benefits of operator and passenger comfort.
Payload Capacity
The Workman® MD Series utility vehicles have the highest total payload capacities in their class for maximum productivity. Get more jobs done in less time. MDX/MDX-D - 1,650 lbs. (748 kg); MD - 1,250 lbs. (567 kg); MDE - 1,200 lbs. (544 kg)
Rugged Body Styling
New rugged injection-molded body styling. Latch opened hood design for ease of access for technicians.
Durable Plastic Cargo Bed
Double-walled composite bed can withstand the elements and heavy loads, and won't rust or dent.

Workman HD Series utility vehicles
Tough Frames
The Workman® front space frame design is multi-dimensional or truss like, providing superior strength and torsional rigidity in rough terrain. The rear frame uses a C-channel design to provide superior strength in hauling heavy loads.
On Demand 4-wheel Drive
The Workman is available with an on-demand four-wheel drive system that delivers surefooted traction in forward and reverse, without damaging your turf.
Front Impact Bumper
A specially designed composite bumper with seven (7) energy absorbing crush zone cones protects the Workman to withstand impacts up to 3 mph (4.8 km/h) under full load with no permanent deformation.
DeDion Rear Axle
The DeDion rear axle design is an automotive technology which isolates the engine, transmission and main frame from all load forces, eliminating stress to these main components. The I-beam design provides superior ability to handle vertical loading, exactly the reason I-beams are used extensively in the construction industry.
Ride Quality

Independent front suspension consisting of two double A-frames with opposing dual coil springs and dual shock absorbers provides 5.75 in. (14.6 cm) of front suspension travel. Rear suspension design consists of a DeDion rear axle and dual independent leaf springs and shock absorbers to provide 3 in. (7.6 cm) of rear travel. Benefits include operator comfort, safety, reduced operator fatigue, productivity and efficiency gains.
Disc Brakes
4 wheel hydraulic disc brakes provide greater stopping power and easier servicing than traditional drum brakes.
Payload Capacity
The Workman® HD vehicle provides the highest industry total payload capacity up to 3,002 lbs. (1,364 kg).

Pro Force Blower
Wireless Remote Control
Start or stop the engine of the blower for complete operational control. Adjust engine throttle up and down for high to low RPM range of operation. Rotate the nozzle 360 degrees in either direction.
Efficient Turbine-type Fan Assembly Design
Greater air flow to move debris further and finish the job faster.
Durable Nozzle
Single piece rotomolded plastic nozzle is more resistant to damage and is more durable for lower repair costs and less downtime.
Electronic Governor
Coupled with functionality of wireless remote control, the Kohler® electronic governor allows the operator to have precise engine speed control.
Fully Enclosed Exhaust System
Muffler enclosed in protective cage for increased operator safety.
Heavy-Duty Trailer & Tow Hitch
Height and length of tow hitch are adjustable to accommodate different towing utility vehicles. DOT approved trailer also available.
Rugged Construction
Rugged construction, including 1/4" (6 mm) steel frame, provides years of trouble-free service.

g. All equipment offered must meet the current minimum Tier 4 Environmental Protection Agency (EPA) requirement.

All Toro equipment meets current Tier 4 requirements.

h. Describe how your firm will notify customers of new equipment, used equipment and services.

The Toro Company proactively markets new product and equipment services when new releases enter the marketplace. This is done by using a variety of communication mediums including microsites/website, national advertising (both digital and print), videos, authoring industry articles, and featuring the new products and/or services at the various industry trade shows. In addition to the exposure Toro directly provides, its Distributors also invest in communicating the new product and/or services by supplying its customer base with Newsletters and supporting demos and/or field days.

i. Completed “Sample Equipment Specifications” (Attachment C)

See attachment C

j. All bidders must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish in attachment C. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. *Failure to include this information may result in the bid being rejected.*

See Commercial Equipment Guide tabs for specific products from Attachment C

K. Submit all information that will aid the City in evaluating your proposal.

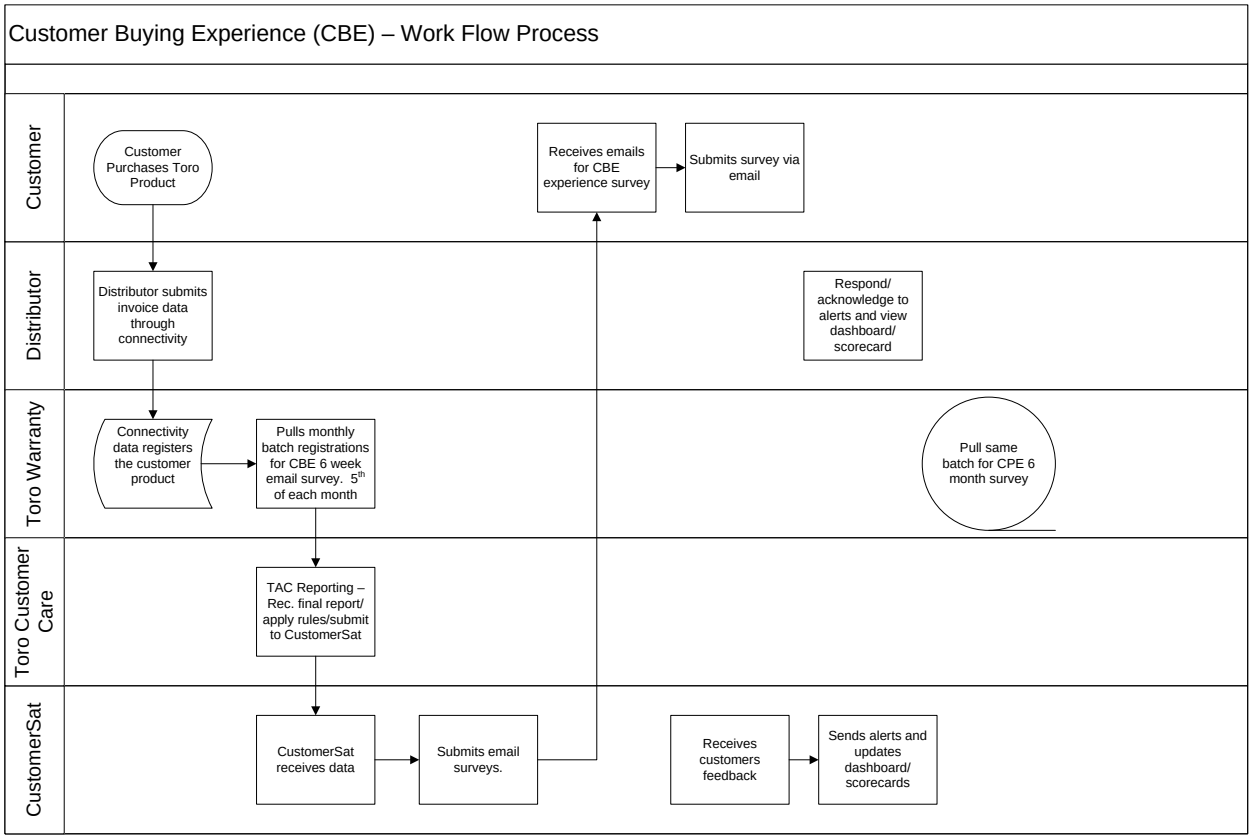
A unique offering that Toro has is MyTurf maintenance tracking system.
MyTurf is a web based system designed to allow you to track the Cost of Operating your fleet of turf equipment. Product information is loaded into the system and then when you have a maintenance task against that product you can track costs. This is a great tool to make business decisions as to whether to repair or replace a product. For your Toro products, the system gives you dynamic real time service bulletins, operator manuals parts catalogs, ordering availability and product schematics. MyTurf also allows you to use our Wireless Hour Meters that automatically update the system with the hours of operation of each piece of equipment. When the hours of operation reach a point where a maintenance procedure needs to be performed you will receive a notification. This helps assure that regular maintenance is not overlooked and extends the life of your equipment.

4. Services
   a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

   b. Provide detailed information explaining your service capabilities.

Toro utilizes our channel partners to provide service and support to our end user customers. For our Commercial division we have 22 distributors in the United States with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warrantee issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns and developing action plans for improvement.

We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customers opinion of our service and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9. Here is an example of a some of our processes and reporting.


Customer Buying Experience (CBE) – Work Flow Process
Customer
Distributor
Toro Warranty
Toro Customer Care
CustomerSat
Customer Purchases Toro Product
Receives emails for CBE experience survey
Submits survey via email
Distributor submits invoice data through connectivity
Respond/ acknowledge to alerts and view dashboard/ scorecard
Connectivity data registers the customer product
Pulls monthly batch registrations for CBE 6 week email survey. 5th of each month
Pull same batch for CPE 6 month survey
TAC Reporting – Rec. final report/ apply rules/submit to CustomerSat
CustomerSat receives data
Submits email surveys.
Receives customers feedback
Sends alerts and updates dashboard/ scorecards

c. Provided detailed information explaining the service capabilities of your authorized dealers.

Simpson Norton's service area covers the entire State of Arizona, New Mexico, Las Vegas, NV (Clark County) and parts of western Texas including El Paso and surrounding communities. Simpson Norton has a fleet of in-field repair trucks that will perform repair services on equipment at job site for both warranty and non-warranty repairs. Our Goodyear facility staffs seven full-time service technicians and staffs two full-time service technicians in our Las Vegas facility. Simpson Norton has two full-time in-field techs that reside in New Mexico. All Toro's Commercial distributors nationally have similar capabilities and resources.

d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than twenty-four (24) hours?

Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age and condition. The distributor can provide pricing for these programs on a local level. Our distributors try to accommodate customers with a loaner when equipment is down.

e. Describe your preventative maintenance program (PMP) for each of the sample equipment (Attachment A). Provide the expected useful life and salvage value for each piece of equipment.

Provide a list and per unit price of typical repair parts replaced during a piece of equipment's useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.

Our experience shows that annual usage for the Southwest part of the United States is about 800 hours per year. Usage of equipment such as utility vehicles and bunker rakes is much less than that. We have included our preventive maintenance schedules and typical replacement parts such as filters and best for each of the pieces identified in Attachment C. As far as useful life and salvage value, there are so many variables that go along with this that it is difficult to provide information. It is dependent on how you operate the equipment, the conditions in which you operate and the maintenance practices performed. We will note that Toro equipment typically has a higher residual value for off-lease items than our competitors.

f. Describe your training programs. The proposed training program shall include but not be limited to:

1. How will equipment training be conducted?

   The Toro Company offers in-depth factory training at a reasonable cost to the end user. This training takes place at Toro's headquarters in Bloomington, MN. The dates vary year by year. Simpson Norton's salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by Simpson Norton and the educational content varies depending on the end user's needs. Group training is offered by Simpson Norton each year. Dates and cost of training vary from year to year. Simpson Norton offers training Monday-Friday during normal business hours (excludes holidays). Certificates of completion are issued to each attendee after completion of training classes.

2. Describe the training curriculum for the equipment operators.

   All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Operator safety training for all product is offered in one or more of the following media: DVD, online video or paper manual, and provided with each new piece of equipment.

3. Describe the training curriculum for the service technicians.

   The Toro World Headquarters offers factory training, including a Turf Technician Course. Topics include the following:
   - *Cutting Unit Technology: Cutting unit set-up and adjustments*
   - *Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting and testing*
   - *Tier4 Engine Systems: Overview of why and how they work*
   - *Spray Systems: Components, operation and calibration*
   - *Preventive maintenance systems, myTurf, TLC, Parts, and Toro Information Systems*
   - *Open forum and a tour of Toro's development and testing labs*

   Local training is offered by Simpson Norton and the educational content varies depending on the end user's needs.

4. How will you accommodate various work shifts?

   Simpson Norton offers training Monday-Friday during normal business hours (excludes holidays). Additional arrangements can be accommodated upon request.

5. What type of documentation is provided with the proposed training?

   Operator manuals, repair manuals, etc. are provided with each new piece of equipment. Certificates of completion are issued to each attendee after completion of training classes.

6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?

   A train the trainer program is not available at this time, but is actively being considered. In the meantime, arrangements can be made to accommodate this training upon request.

g. Submit all information that will aid the City in evaluating your proposal.

   In order to provide the best customer service possible, distributor technicians undergo a rigorous training program consisting of online learning and practical hands-on exercises. The below curriculum is currently under development, with distributor service technicians completing portions as they are introduced.

	Delivery	Systems Certification	Sprayers Qualification	Reels Qualification	Rotaries Qualification	Vehicles Qualification	Specialties Qualification	Master Certification
General Courses								
Hydraulics	*Online*	X	X	X	X	X	X	X
Engines	*Online*	X	X	X	X	X	X	X
Drivelines	*Online*	X	X	X	X	X	X	X
Electrical	*Online*	X	X	X	X	X	X	X
Service Orientation								
New Hire Orientation at Lyndale	*Classroom*	X	X	X	X	X	X	X
Product Introduction Courses								
Introduction to Sprayers	*Online*		X					X
Introduction to Reels	*Online*			X				X
Introduction to Rotaries	*Online*				X			X
Introduction to Vehicles	*Online*					X		X
Introduction to Specialty Equipment	*Online*						X	X
Hands-On Courses								
Hands-On Sprayers	*Classroom*		X					X
Hands-On Reels	*Classroom*			X				X
Hands-On Rotaries	*Classroom*				X			X
Hands-On Vehicles	*Classroom*					X		X
Hands-On Speciality Equipment	*Classroom*						X	X

7. Ordering and Invoices
   a. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

      For Simpson Norton, orders can be called in, faxed, mailed and emailed. Office hours are M-F 6a.m. – 4p.m.

      www.Toro.com can be utilized to look up parts, parts breakdowns, technical data and documentation (most at no charge). Our myTurf service can also be used for parts lookup and ordering. Requests for tracking orders and order history can be completed by our staff as requested. The sales team can help identify alternative fuel products, etc.

   b. Describe the equipment delivery process and your delivery commitment. What are standard equipment delivery timeframes? Are there cut off dates and how are these dates communicated to customers.

      Typically equipment is setup and delivered to the customer's designated delivery location 4-6 weeks after receipt of purchase order. Delivery times vary based on the type of equipment. Any delivery dates noted on the customer's PO are honored. If for some reason a deadline cannot be met, the salesman will work closely with the customer to find a mutual solution. A Certificate of Delivery accompanies each piece of new Toro equipment. (see copy attached). The customer retains a copy along with a binder including operator parts manuals along with any other documentation pertaining to that specific piece of equipment. Updates for delivery dates are communicated by the salesman. There really are no cut off dates unless a customer is trying to order before a price increase. Again the salesman would communicate this information to the customer.

   c. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

      Invoicing is done daily for all deliveries made that day. Invoices can be sent electronically (emailed) or mailed depending on the customer's needs. Statements are typically mailed, but can be setup to be sent electronically (email). (See attached sample invoice).

8. Other
   a. Describe any government rebate programs that are offered.

      State and local governments may develop programs to incent their constituents to purchase alternative fuel products. Each agency would need to inquire with their state or local government agency to determine any current program. Toro will work with each agency to provide the required product for the rebate offered.

This sheet is to be completed and used in conjuction with the pricing page (Attachment A).

BUNKER RAKE SPECIFICATIONS			
Item 1			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
V-Twin cylinder, 4-cycle, OHV.	Y	N	
18 hp (13.4 kW) @ 3600 rpm.	Y	N	
Displacement: 34.8 cu. in. (570 cc)	Y	N	
Oil capacity: 1.75 quart (1.8 liter)	Y	N	
Cooling: Air (high flow blower)	Y	N	
Air cleaner system: Remote mounted 3-phase Donaldson® air cleaner	Y	N	
TRACTION			
Drive: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3WD, hydraulic traction system.	Y	N	
Brakes: Dynamic braking through the hydrostatic transmission, hand actuated brake lever.	Y	N	
Hydraulic oil: 5.0 gallon (18.9 liter). 10 micron replaceable cartridge.	Y	N	
Main frame: Welded rectangular tubular steel frame construction.	Y	N	
Controls: Hand operated choke, throttle, and hydraulic control for raising/lowering with float.	Y	N	
GROUND SPEED			
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y	N	
ELECTRICAL			
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y	N	
Starter: 12 volt electric	Y	N	
Light kit	Y	N	
STEERING			
Hydraulic Power Steering	Y	N	
OTHER CHARACTERISTICS			
Rear Rake and Frame	Y	N	
Ground Clearance: 6.0”	Y	N	

HEAVY DUTY UTILITY VEHICLE SPECIFICATIONS			
Item 2			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y	N	
Horsepower- 28 HP	Y	N	
Torque 40.8	Y	N	
Displacement – 69 cu. in. (747 cc)	Y	N	45.6 cu. In. (747cc)
Oil Capacity – 2 qts.	Y	N	
Governor type – Mechanical centrifugal	Y	N	
Lube Oil Filter – Full flow with spin-on oil filter	Y	N	
Lubrication – Full-pressure lubrication	Y	N	
Starting System – 12-volt starter	Y	N	
In Line Fuel Filter	Y	N	
PAYLOAD CAPACITY			
Rated Capacity – approx. 3,295 lbs	Y	N	
DRIVETRAIN			
Auto Transmission w/ Electric Differential Lock	Y	N	
ELECTRICAL SYSTEM			
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y	N	No high/low beams. Twin LED headlights
Fuel Injected w/ Electric Choke	Y	N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y	N	16 quart capacity
STEERING			
Automotive power steering	Y	N	
BRAKES			
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y	N	

SURROUNDS MOWER SPECIFICATIONS Item 3			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE			
Fuel = Diesel	Y	N	
Size = Approx. 52 Cubic Inches	Y	N	68.5 cu. in.
Power = Approx. (Gross) 35 Hp	Y	N	21.5 Hp
Air Cleaner = Dual-Stage With Restriction Indicator	Y	N	Heavy-duty, radial seal air cleaner
Cooling = Liquid	Y	N	
Oil Filter = Full Flow Filter	Y	N	
Cylinders = 3	Y	N	
Displacement = 67.1 Cubic Inches	Y	N	68.5 cu. In.
CAPACITIES			
FUEL = 11 Gal	Y	N	7.5 Gal
ENGINE OIL = 3 Qt	Y	N	4.25 Qt
HYDRAULIC OIL = 3.5 Gal	Y	N	
DRIVE SYSTEM			
Traction Drive = Full time 3 Wheel Drive Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	Y	N	Series Parallel 3 wheel drive
BRAKES			
2-wheel Disc	Y	N	2-wheel drum
Hand controlled Park Brake	Y	N	
Closed loop traction system.	Y	N	
OTHER STANDARD EQUIPMENT			
Drive Wheels=Hydraulic, Standard 3 Wd	Y	N	
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	Y	N	Series Parallel 3 wheel drive
CUTTING UNITS			
Number = 3 Reel Cutting Units	Y	N	
SIZE = Approx. 26”	Y	N	27"
Number Of Blades = 8	Y	N	
Backlapping = Standard	Y	N	
CLIP FREQUENCY = 0.126-In/Mph	Y	N	Variable reel speed to set clip properly for the ground speed and HOC.
Front Rollers = Grooved	Y	N	Weihle rollers
Reel Diameter = 7”	Y	N	
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	Y	N	Duel Point Adjustment - Bedknife-to-Reel
Rear Rollers = Solid	Y	N	
ELECTRICAL AND SAFETY INTERLOCKS			
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	Y	N	Standard Control module with diagnostic lights.
Neutral start switch	Y	N	
Operator presence switch (in seat)	Y	N	
Mow / Transport switch	Y	N	
Park brake set switch.	Y	N	

TRIPLEX GREENS MOWER SPECIFICATIONS			
Item 4			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
Power = 18 HP	Y	N	
Type = Gas (Unleaded) powered	Y	N	
CAPACITIES			
Fuel Capacity = 7.0 gal	Y	N	
Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	Y	N	
DRIVE SYSTEM			
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	Y	N	
IMPLEMENT DRIVE			
Hydraulic drive, individual pump and valve sections operating three reels	Y	N	
CUTTING UNITS			
Number = 3	Y	N	
Type = 11 Blade	Y	N	
BEDKNIVES = Lo-Cut, 1/8”	Y	N	
Height Of Cut Range = 0.125” – 0.750”	Y	N	
Reel Frame	Y	N	
Reel Diameter = 5”	Y	N	
Blades Shall Be High Carbon Steel	Y	N	
OTHER STANDARD EQUIPMENT			
STEERING			
Power	Y	N	
Gas Shock	Y	N	**Double acuating steering cyclinder**
CONTROLS			
LED Light Kit	Y	N	
Raise / lower mow lever (joystick)	Y	N	

WIDE AREA ROTARY MOWER SPECIFICATIONS			
Item 5			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE AND CAPACITIES			
ENGINE			
55 HP, Liquid Cooled Turbo Charged Diesel	Y	N	
AIR CLEANER			
Dry, replaceable primary and safety elements	Y	N	
RADIATOR			
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart (10.4	Y	N	Rear-mount, cross-flow, 7-row, 6.3 fins per inch, 9 quart (8.5 liter) capacity
FUEL CAPACITY			
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y	N	
DRIVE SYSTEM			
TRACTION DRIVE			
Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	Y	N	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear.
HYDRAULICS/COOLING			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler with tilt out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
OTHER CHARACTERISTICS			
DIAGNOSTICS			
Diagnostics pressure test ports: forward and reverse traction, left, center, and right decks. Reverse 4WD, lift, and steering. Charge and deck counterbalance circuits.	Y	N	
INTERLOCKS			
Prevents engines from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Mowing only permitted in low range. Engine stops if parking brake engaged and traction pedal not in neutral. Deck transport latches.	Y	N	
CUTTING UNITS			
WIDTH OF CUT			
Overall approx. 109” . Center deck 54”. Two 37” Wings all upfront	Y	N	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7" (12.8 cm).
MOWING RATES			
Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	Mows up to 10.6 acres/h (4.3 hectares/h) at 8 mph (12.4 km/h) (assumes no overlap or stops).
OTHER STANDARD EQUIPMENT			
Light Kit	Y	N	Optional
Canopy	Y	N	Optional

FAIRWAY MOWER			
SPECIFICATIONS			
Item 6			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE AND CAPACITIES			
ENGINE			
3 Cylinder 36.8 hp Diesel, Liquid Cooled	Y	N	
Pressurized Lubrication System w/5.0 Qt	Y	N	
FUEL CAPACITY			
Approx. 14 gallon diesel fuel/biodiesel B-20	Y	N	
HYDRAULIC CAPACITY			
15 Gallon Capacity w/Spin on 10 Micron Filter	Y	N	
CONTROLS			
Single foot operated pedal with speed limiter	Y	N	
Foot Activated parking brake	Y	N	
Hand operated key switch, throttle, isochroous engine speed control.	Y	N	
Hand operated raise/lower joystick for reel raise and lower, headlight switch and pivoting control console.	Y	N	
ELECTRICAL			
12 Volt, 570 CCA battery w/55 Amp alternator, electronic control unit that is microprocessor based.	Y	N	
Solid State with diagnostic capabilites for all safty switch and operator present switches.	Y	N	
CUTTING UNIT			
5- 22" 11 blade cutting units with edgemax bed knives	Y	N	
100" width of cut w/3" grooved front roller and smooth rear roller	Y	N	
OTHER EQUIPMENT			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	
Sun Shade	Y	N	

Attachment C - Sample Equipment Specifications

This sheet is to be completed and used in conjuction with the pricing page (Attachment A).

BUNKER RAKE SPECIFICATIONS			
Item 1			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
V-Twin cylinder, 4-cycle, OHV.	Y	N	
18 hp (13.4 kW) @ 3600 rpm.	Y	N	
Displacement: 34.8 cu. in. (570 cc)	Y	N	
Oil capacity: 1.75 quart (1.8 liter)	Y	N	
Cooling: Air (high flow blower)	Y	N	
Air cleaner system: Remote mounted 3-phase Donaldson® air cleaner	Y	N	
TRACTION			
Drive: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3WD, hydraulic traction system.	Y	N	
Brakes: Dynamic braking through the hydrostatic transmission, hand actuated brake lever.	Y	N	
Hydraulic oil: 5.0 gallon (18.9 liter). 10 micron replaceable cartridge.	Y	N	
Main frame: Welded rectangular tubular steel frame construction.	Y	N	
Controls: Hand operated choke, throttle, and hydraulic control for raising/lowering with float.	Y	N	
GROUND SPEED			
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y	N	
ELECTRICAL			
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y	N	
Starter: 12 volt electric	Y	N	
Light kit	Y	N	
STEERING			
Hydraulic Power Steering	Y	N	
OTHER CHARACTERISTICS			
Rear Rake and Frame	Y	N	
Ground Clearance: 6.0”	Y	N	

HEAVY DUTY UTILITY VEHICLE SPECIFICATIONS			
Item 2			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y	N	
Horsepower- 28 HP	Y	N	
Torque 40.8	Y	N	
Displacement – 69 cu. in. (747 cc)	Y	N	45.6 cu. In. (747cc)
Oil Capacity – 2 qts.	Y	N	
Governor type – Mechanical centrifugal	Y	N	
Lube Oil Filter – Full flow with spin-on oil filter	Y	N	
Lubrication – Full-pressure lubrication	Y	N	
Starting System – 12-volt starter	Y	N	
In Line Fuel Filter	Y	N	
PAYLOAD CAPACITY			
Rated Capacity – approx. 3,295 lbs	Y	N	
DRIVETRAIN			
Auto Transmission w/ Electric Differential Lock	Y	N	
ELECTRICAL SYSTEM			
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y	N	No high/low beams. Twin LED headlights
Fuel Injected w/ Electric Choke	Y	N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y	N	16 quart capacity
STEERING			
Automotive power steering	Y	N	
BRAKES			
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y	N	

SURROUNDS MOWER SPECIFICATIONS			
Item 3			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
Fuel = Diesel	Y	N	
Size = Approx. 52 Cubic Inches	Y	N	68.5 cu. in.
Power = Approx. (Gross) 35 Hp	Y	N	24.5 Hp
Air Cleaner = Dual-Stage With Restriction Indicator	Y	N	Heavy-duty, radial seal air cleaner
Cooling = Liquid	Y	N	
Oil Filter = Full Flow Filter	Y	N	
Cylinders = 3	Y	N	
Displacement = 67.1 Cubic Inches	Y	N	68.5 cu. In.
CAPACITIES			
FUEL = 11 Gal	Y	N	7.5 Gal
ENGINE OIL = 3 Qt	Y	N	4.25 Qt
HYDRAULIC OIL = 3.5 Gal	Y	N	
DRIVE SYSTEM			
Traction Drive = Full time 3 Wheel Drive Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	Y	N	
BRAKES			
2-wheel Disc	Y	N	2-wheel drum
Hand controlled Park Brake	Y	N	
Closed loop traction system.	Y	N	
OTHER STANDARD EQUIPMENT			
Drive Wheels=Hydraulic, Standard 3 Wd	Y	N	
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	Y	N	
CUTTING UNITS			
Number = 3 Reel Cutting Units	Y	N	
SIZE = Approx. 26”	Y	N	27"
Number Of Blades = 8	Y	N	
Backlapping = Standard	Y	N	
CLIP FREQUENCY = 0.126-In/Mph	Y	N	Variable reel speed to set clip properly for the ground speed and HOC.
Front Rollers = Grooved	Y	N	Weihle rollers
Reel Diameter = 7”	Y	N	
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	Y	N	Dual Point Adjustment - Bedknife-to-Reel
Rear Rollers = Solid	Y	N	
ELECTRICAL AND SAFETY INTERLOCKS			
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	Y	N	Standard Control module with diagnostic lights.
Neutral start switch	Y	N	
Operator presence switch (in seat)	Y	N	
Mow / Transport switch	Y	N	
Park brake set switch.	Y	N	

TRIPLEX GREENS MOWER SPECIFICATIONS			
Item 4			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
Power = 18 HP	Y	N	
Type = Gas (Unleaded) powered	Y	N	
CAPACITIES			
Fuel Capacity = 7.0 gal	Y	N	
Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	Y	N	
DRIVE SYSTEM			
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	Y	N	
IMPLEMENT DRIVE			
Hydraulic drive, individual pump and valve sections operating three reels	Y	N	
CUTTING UNITS			
Number = 3	Y	N	
Type = 11 Blade	Y	N	
BEDKNIVES = Lo-Cut, 1/8”	Y	N	
Height Of Cut Range = 0.125” – 0.750”	Y	N	
Reel Frame	Y	N	
Reel Diameter = 5”	Y	N	
Blades Shall Be High Carbon Steel	Y	N	
OTHER STANDARD EQUIPMENT			
STEERING			
Power	Y	N	
Gas Shock	Y	N	**Double acuating steering cyclinder**
CONTROLS			
LED Light Kit	Y	N	
Raise / lower mow lever (joystick)	Y	N	

WIDE AREA ROTARY MOWER SPECIFICATIONS			
Item 5			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE AND CAPACITIES			
ENGINE			
55 HP, Liquid Cooled Turbo Charged Diesel	Y	N	
AIR CLEANER			
Dry, replaceable primary and safety elements	Y	N	
RADIATOR			
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart (	Y	N	Rear-mount, cross-flow, 7-row, 6.3 fins per inch, 9 quart (8.5 liter) capacity
FUEL CAPACITY			
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y	N	
DRIVE SYSTEM			
TRACTION DRIVE			
Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	Y	N	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear.
HYDRAULICS/COOLING			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler with tilt out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
OTHER CHARACTERISTICS			
DIAGNOSTICS			
Diagnostics pressure test ports: forward and reverse traction, left, center, and right decks. Reverse 4WD, lift, and steering. Charge and deck counterbalance circuits.	Y	N	
INTERLOCKS			
Prevents engines from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Mowing only permitted in low range. Engine stops if parking brake engaged and traction pedal not in neutral. Deck transport latches.	Y	N	
CUTTING UNITS			
WIDTH OF CUT			
Overall approx. 109” . Center deck 54”. Two 37” Wings all upfront	Y	N	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7"
MOWING RATES			
Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	Mows up to 10.6 acres/h (4.3 hectares/h) at 8 mph (12.4 km/h) (assumes no overlap or
OTHER STANDARD EQUIPMENT			
Light Kit	Y	N	Optional
Canopy	Y	N	Optional

FAIRWAY MOWER			
SPECIFICATIONS			
Item 6			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE AND CAPACITIES			
ENGINE			
3 Cylinder 36.8 hp Diesel, Liquid Cooled	Y	N	
Pressurized Lubrication System w/5.0 Qt	Y	N	
FUEL CAPACITY			
Approx. 14 gallon diesel fuel/biodiesel B-20	Y	N	
HYDRAULIC CAPACITY			
15 Gallon Capacity w/Spin on 10 Micron Filter	Y	N	
CONTROLS			
Single foot operated pedal with speed limiter	Y	N	
Foot Activated parking brake	Y	N	
Hand operated key switch, throttle, isochroous engine speed control.	Y	N	
Hand operated raise/lower joystick for reel raise and lower, headlight switch and pivoting control console.	Y	N	
ELECTRICAL			
12 Volt, 570 CCA battery w/55 Amp alternator, electronic control unit that is microprocessor based.	Y	N	
Solid State with diagnostic capabilites for all safty switch and operator present switches.	Y	N	
CUTTING UNIT			
5- 22" 11 blade cutting units with edgemax bed knives	Y	N	
100" width of cut w/3" grooved front roller and smooth rear roller	Y	N	
OTHER EQUIPMENT			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	
Sun Shade	Y	N	

Toro Equipment Maintenance Products and Schedules for Equipment In Attachment C.

Item #1 Bunker Rake

TORO *QUICK* SERVICE REFERENCE

SAND PRO 3040 & 5040

Model All Models **Serial** 260000001 & Up

Engine Brand	B&S Vanguard
Engine Oil *(Chart K)* *1.75Qts*	SAE 30 SH,SJ
Engine Oil Filter	107-7817
Hydraulic Oil *(Chart R)* *3Gal*	ISO VG 46
Hydraulic Filter	54-0110
Remote Air Filter	108-3811
Fuel Filter In-line	94-2690
Tire Pressure	4-6 PSI (Front & Rear)

*Indicates Briggs & Stratton Part Numbers

Maintenance

Note: Determine the left and right sides of the machine from the normal operating position.

⚠

If you leave the key in the ignition switch, someone could accidently start the engine and seriously injure you or other bystanders.

Remove the key from the ignition before you do any maintenance.

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first 8 operating hours	• Torque the wheel lug nuts. • Change the engine oil and filter. • Change the hydraulic filter.
Before each use or daily	• Check the engine oil level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the condition of the hydraulic lines and hoses. • Inspect and clean the machine.
Every 25 hours	• Check the battery fluid level and the cable connections.
Every 50 hours	• Change the engine oil and filter.
Every 100 hours	• Torque the wheel lug nuts. • Grease the machine.
Every 200 hours	• Replace the air filter.
Every 400 hours	• Change the hydraulic system oil and filter.
Every 800 hours	• Replace the spark plugs. • Replace the fuel filter. • Decarbon the combustion chamber. • Adjust the valves and torque head. • Check the engine RPM (at idle and full throttle). • Drain and clean the fuel tank.
Every 1,500 hours	• Replace moving hoses. • Replace the neutral and seat interlock switches.

Important: Refer to your Engine Operator's Manual for additional maintenance procedures.

Items #2 Heavy Duty Vehicle

TORO *QUICK* SERVICE REFERENCE

WORKMAN HDX

Model All Models **Serial** 290000001 & Up

Engine Brand ..... B&S Daihatsu
Engine Oil *(Chart E)*.....*3.5Qts*..... SAE, 10W30 CI or higher
Engine Oil Filter 108-3842
Trans/Hydraulic Oil *(Chart T)*...*7.5Qts*... UTHF
Trans/Hydraulic Filter 54-0110
Air Filter 108-3811
Fuel Filter 115-7854
Front Differential *(Chart T)*.....*1Qts*..... UTHF
Tire Pressure ..... 32 PSI (Front)
18 PSI (Rear)
Coolant Type.....*4Qts*..... Ethylene Glycol, Water
(50/50 mix)

*Indicates Briggs & Stratton Parts Number

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first 2 hours	• Torque the front and rear wheel nuts.
After the first 8 hours	• Check condition and tension of the alternator belt.
After the first 10 hours	• Torque the front and rear wheel nuts. • Check the adjustment of the shift cables. • Check the adjustment of the parking brake. • Replace the hydraulic filter. • Change the high flow hydraulic oil filter (TC Models only)
After the first 50 hours	• Change engine oil and filter.
Before each use or daily	• Check engine oil level. • Check the level of coolant. • Check the transaxle/hydraulic fluid level. • Check the high flow hydraulic fluid level (TC models only). • Check the tire pressure. • Check the brake fluid level. • Check the operation of the interlock system. • Remove debris from the engine area and radiator. (Clean more frequently in dirty conditions.)
Every 50 hours	• Check the battery fluid level. (Every 30 days if in storage) • Check the battery cable connections.
Every 100 hours	• Check the level of front differential oil (four wheel drive models only). • Grease all bearings and bushings. (Lubricate more frequently in heavy duty applications) • Check the condition of the tires.
Every 150 hours	• Change engine oil and filter.

Maintenance Service Interval	Maintenance Procedure
Every 200 hours	• Torque the front and rear wheel nuts. • Change the air cleaner filter. (more frequently in dusty or dirty conditions) • Inspect the constant velocity boot for cracks, holes, or a loose clamp. • Check the adjustment of the shift cables. • Check the adjustment of the high–low cable. • Check the adjustment of the differential lock cable. • Check the adjustment of the parking brake. • Check the adjustment of the brake pedal. • Check condition and tension of the alternator belt. • Check the adjustment of the clutch pedal. • Inspect the service and parking brakes.
Every 400 hours	• Inspect or replace the spark plugs. • Replace the fuel filter. • Check the fuel lines and connections. • Check the front wheel alignment. • Visually inspect the brakes for worn brake shoes.
Every 800 hours	• Change the front differential oil. • Change the hydraulic fluid and clean the strainer. • Replace the hydraulic filter. • Change the high flow hydraulic oil (TC Models only) • Change the high flow hydraulic oil filter (TC Models only)
Every 1,000 hours	• Change the brake fluid. • Drain/flush the fuel tank. • Flush/replace the coolant system fluid.
Yearly	• Complete all yearly maintenance procedures specified in the Engine Operator's Manual.

Item #3 Surrounds Mower

TORO *QUICK* SERVICE REFERENCE

REELMASTER 3100 D

Model All Models **Serial** 290000001 & Up

Engine Brand ..... Kubota

Engine Oil (*Chart M*)..... *4 Qts*..... SAE 15W-40 CH-4

Engine Oil Filter 108-3841

Breather Element..... 98-9493

Hydraulic Oil (*Chart R*)..... *3.5 Gal* ..... ISO VG 46

Hydraulic Filter 54-0110

Air Filter..... 108-3811

Fuel Filter Spin On* ..... 110-9049 (2008 & Up)

Tire Pressure..... 14 – 18 PSI (Front & Rear)

Engine Coolant..... *1.5 Gal* ..... Ethylene Glycol, Water (50/50 mix)

*Refer to Toro's parts manual or Parts Viewer for Bio-Diesel fuel filter part numbers.

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first hour	• Torque the wheel nuts.
After the first 10 hours	• Torque the wheel nuts. • Check the condition and tension of all belts. • Change the hydraulic filter.
After the first 50 hours	• Change the oil and oil filter.
Before each use or daily	• Check the engine oil level. • Check the engine coolant level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the reel-to-bedknife contact. • Check the interlock system. • Drain the water separator. • Clean the radiator and oil cooler. • Check the hydraulic lines and hoses.
Every 25 hours	• Check the electrolyte level. (If machine is in storage, check every 30 days.)
Every 50 hours	• Lubricate all bearings and bushings. (Lubricate all bearings and bushings daily when conditions are dusty and dirty.)
Every 100 hours	• Check the condition and tension of all belts.
Every 150 hours	• Change the oil and oil filter.
Every 200 hours	• Torque the wheel nuts. • Service the air cleaner (More frequently in extreme dusty or dirty conditions) • Check the parking brake adjustment. • Change the hydraulic filter.
Every 400 hours	• Check the fuel lines and connections. • Replace the fuel filter canister. • Change the hydraulic fluid.
Every 500 hours	• Grease the bearings in the rear axle.
Yearly	• Apply a liberal coating of grease to the check valve pins.
Every 2 years	• Drain and clean the fuel tank.

⚠ CAUTION

If you leave the key in the ignition switch, someone could accidently start the engine and seriously injure you or other bystanders.

Remove the key from the ignition before you do any maintenance.

Item #4 Triplex Greens Mower

TORO *QUICK* SERVICE REFERENCE

GREENSMASTER 3150

Model 04357 **Serial** 220000001 & Up

Engine Brand ..... B&S Vanguard
Engine Oil (*Chart K*)..... *1.75Qts*..... SAE 30 SH, SJ
Engine Oil Filter (Toro) 107-7817
Engine Oil Filter *492932
Hydraulic Oil (*Chart R*)..... *8.5Gal*..... ISO VG 46
Hydraulic Filter 107-9531
Air Filter *394018S
Air Filter-Safety *272490S
Fuel Filter In-line 94-2690
Tire Pressure ..... 8-12 PSI (Front)
8-15 PSI (Rear)

*Indicates Briggs & Stratton Part Numbers

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first hour	• Check the torque of the wheel nuts.
After the first 10 hours	• Check the torque of the wheel nuts.
After the first 25 hours	• Change the engine oil and filter.
After the first 50 hours	• Change the hydraulic filter. • Check the engine RPM (at idle and full throttle).
Before each use or daily	• Check the engine oil. • Check the hydraulic fluid level. • Check the safety interlock system. • Inspect and cleanup after mowing. • Check the hydraulic lines and hoses.
Every 50 hours	• Grease the machine (immediately after every washing). • Service the air cleaner foam pre-cleaner (more frequently when operating conditions are dusty or dirty). • Check the battery electrolyte level. • Check the battery cable connections.
Every 100 hours	• Service the air cleaner cartridge (more frequently when operating conditions are dusty or dirty). • Change the engine oil and filter.
Every 200 hours	• Check the torque of the wheel nuts. • Check the reel bearing preload adjustment.
Every 800 hours	• Replace the spark plugs. • Replace the fuel filter. • Change the hydraulic oil. • Change the hydraulic filter. • Check the engine RPM (at idle and full throttle). • Check the valve clearance.
Every 2 years	• Check the fuel lines and connections. • Replace moving hoses.

Item #5 Wide Area Rotary Mower

TORO *QUICK* SERVICE REFERENCE

GROUNDSMASTER 4100/4110-D

Model Tier 4 Diesel 30608 & 30606 including A models **Serial** 313000101 & Up

Engine Brand		Yanmar
Engine Oil	*6Qts*	SAE 15W-40 CJ-4
Engine Oil Filter		125-7025
Breather Element		100-3715
Hydraulic Oil	*7.75Gal*	ISO VG 46/68 See Specifications Below
Hydraulic Filter		75-1310
Traction Hydraulic Filter		94-2621
Hydraulic Breather		115-9793
Air Filter		108-3814
Safety Air Filter		108-3816
Water/Separator Element		125-2915
Fuel Filter Spin On		125-8752
Planetary Gear Drive	*22Oz*	SAE 85W140
Rear Axle	*80Oz*	SAE 85W140
Rear Axle Breather		110-4812
Tire Pressure		25-30 PSI (Front & Rear)
Caster Tires		50 PSI
Engine Coolant	*9Qts*	Ethylene Glycol, Water (50/50 mix)

High Viscosity Index/Low Pour Point Anti-wear Hydraulic Fluid, ISO VG 46

Material Properties:

Viscosity, ASTM D445	cSt @ 40°C 44 to 48 cSt @ 100°C 7.9 to 8.5
Viscosity Index ASTM D2270	140 to 160
Pour Point, ASTM D97	-34°F to -49°F

Industry Specifications:

Vickers I-286-S (Quality Level), Vickers M-2950-S (Quality Level), Denison HF-0

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first 10 hours	• Torque the wheel lug nuts. • Check the alternator belt tension. • Check the compressor belt tension. • Check the blade drive belt tension.
After the first 200 hours	• Change the front planetary gear oil. • Change the rear axle oil.
Before each use or daily	• Check the engine oil level. • Check the coolant level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the air cleaner indicator • Drain water from water separator • Remove all debris and chaff from the engine compartment, radiator and oil cooler. • Check the interlock switch operation
Every 50 hours	• Lubricate all grease fittings. • Inspect the air cleaner. • Check the blade drive belt tension. • Clean the air conditioning screen. (Clean more frequently in extremely dusty or dirty conditions)
Every 100 hours	• Inspect the cooling system hoses and clamps. • Check the alternator belt tension. • Check the compressor belt tension.
Every 200 hours	• Torque the wheel lug nuts.
Every 250 hours	• Change the engine oil and filter. • Clean the cab air filters. (Replace them if they are torn or excessively dirty.) • Clean the air conditioning coil. (Clean more frequently in extremely dusty or dirty conditions)
Every 400 hours	• Check the planetary gear drive oil. • Check the rear axle lubricant. • Check the rear axle gear box lubricant. • Service the air filter (if the indicator shows red). • Inspect the fuel lines and connections. • Replace the water separator/fuel filter canister. • Replace the engine fuel filter.
Every 800 hours	• Drain and clean the fuel tank. • Change the front planetary gear oil. (Or yearly, whichever comes first) • Change the rear axle oil. • Check the rear wheel toe-in. • Inspect the blade drive belts. • Change the hydraulic oil. • Change the hydraulic oil filters. • Inspect the side cutting unit damper. • Inspect the cutting unit castor wheel assemblies.
Every 1,000 hours	• Check and adjust the valve clearance.
Every 3,000 hours	• Remove and clean the DPF (or as required)

Item #6 Fairway Mower

TORO *QUICK* SERVICE REFERENCE

REELMASTER 5410 & 5510 Series
(2 & 4 WHEEL DRIVE)

Model Tier 4 Diesel 03672 & 03687 **Serial** 313000101 & Up

Engine Brand ..... Yanmar

Engine Oil (*Chart A*)……*5.5Qts*..... SAE 15W-40 CJ-4

Engine Oil Filter..... 125-7025

Hydraulic Oil (*Chart R*)……*15Gal*..... ISO VG 46/68 Specification Below

Hydraulic Filter 94-2621

Charge fluid Filter..... 86-3010

Air Filter 108-3810

Water Separator..... 125-2915

Fuel Filter Spin On..... 127-3075

Tire Pressure..... 12 – 15 PSI (Front & Rear)

Engine Coolant.....*7Qts*……Ethylene Glycol, Water (50/50 mix)

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first hour	• Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb).
After the first 10 hours	• Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb). • Check the alternator belt tension.
Before each use or daily	• Check the engine oil level. • Check the cooling system. • Check the hydraulic fluid level. • Check the reel to bedknife contact. • Check the operation of the interlock switches. • Remove debris from the screen and radiator/oil cooler (more frequently in dirty operating conditions). • Check the hydraulic lines and hoses for leaks, kinked lines, loose mounting supports, wear, loose fittings, weather deterioration, and chemical deterioration.
Every 50 hours	• Grease the bearings and bushings. (Grease them immediately after every washing regardless of the interval listed.) • Check the condition of and clean the battery. • Check the battery cable connections.
Every 100 hours	• Inspect the cooling system hoses. • Check the alternator belt tension.
Every 200 hours	• Check the reel bearing preload.
Every 250 hours	• Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb). • Change the engine oil and filter.
Every 400 hours	• Service the air cleaner. (Service the air cleaner earlier if the air cleaner indicator shows red. Service it more frequently in extremely dirty or dusty conditions.) • Replace the fuel filter canister. • Replace the engine fuel filter. • Check the fuel lines and connections for deterioration, damage, or loose connections.
Every 800 hours	• Check the rear wheel toe-in. • Change the hydraulic fluid. • Change the hydraulic filters (sooner if the service interval indicator is in the Red zone). • Pack the rear wheel bearings
Every 6,000 hours	• Replace the DOC
Every 2 years	• Flush and replace the cooling system fluid. • Drain and flush the hydraulic tank. • Replace all moving hoses.

Simpson Norton Corporation / Certificate of Delivery

TORO

Customer _____ **Delivery Date** _____

Product Name	Model # (s)	Serial # (s)	Invoice # (s)

This Certificate of Delivery form must be completed for all machines delivered to the customer. As each item is completed, it must be written on this form. The customer is requested to review and sign this form at the time of follow-up. This form is used in conjunction with all pertinent pre-delivery and delivery instructions as outlined in The Toro Service Operating System.

Service Final Inspection

Basic Checks

- Grease fittings are lubricated
- Tire pressure is correct
- Drive belts are adjusted
- Fluid levels are correct
- Air intake system is sealed

Operational Checks

- Gauges read correctly
- Implement is functional
- Brakes - uniform/effective
- Safety interlocks function correctly
- Steering is straight/smooth
- Levers operate smoothly

Customer Inspection

Operational Checks

- Cleanliness
- Fuel Level Full Tank
- Height of Cut _____

Sales Representative

Delivery Portfolio Complete

- Operator/Safety Video
- Operators & Parts Manuals
- Recommended Parts List
- Distributor Resources Info

Demonstrate Operations

- Review Safety Features
- Review Basic Operations
- Review Basic Adjustments
- Operator demonstrates basic operation skills
- Review any unique operating characteristics
- Attachments as stated on sales order
- Satisfaction Follow-up

Discuss Maintenance Requirements

- Review Recommended Maintenance Schedule (Daily and Scheduled maintenance)
- Review maintenance requirements (unique to climate)
- Review specialty tools available
- Reviewed extended warranty (TRIPP)

_____ _____

Service Manager Signature Date Sales Representative Signature Date

Customer Acceptance

- I have received the operator/safety video and understand that it should be viewed for important product operation information
- The preventative maintenance information for _____ product(s) has been supplied
- The safety features of this product have been reviewed with me
- I have received the operator's manual for this product

_____

Customer Signature Date

Comments:

_____

_____

_____

SIMPSON NORTON CORPORATION
4144 S. BULLARD AVENUE
GOODYEAR, AZ 85338
(623) 932-5116 FAX (623) 932-5299

INVOICE

INVOICE DATE	INVOICE NO.
05/11/15	1465124-00
P.O. NO.	PAGE #
F42015006490-1	1

CUST.#: 42614

SHIP TO: CITY OF MESA
RIVERVIEW
2414 W RIO SALADO PARKWAY
MESA, AZ 85201

REMIT TO: SIMPSON NORTON CORPORATION
4144 S. BULLARD AVE.
GOODYEAR, AZ 85338

BILL TO: CITY OF MESA
F420 - PARKS & REC - MS7010
PO BOX 16795
MESA, AZ 85211-6795

INSTRUCTIONS	TERMS	
	NET 30	
SHIP Point	SHIP VIA	SHIPPED
SIMPSON NORTON CORP.	O/T Fred B	05/11/15

Order Entry Demand Invoices

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY BACK ORDERED	QUANTITY SHIPPED	QTY. U/M	DISCOUNT MULTIPLIER	UNIT PRICE	AMOUNT (NET)
	RONALD.RICHARDSON@MESAAZ.GOV							
1	03780A RM7000-D Serial #: 315000105	1	0	1	EA	0.00	84687.49	84687.49
2	03710 27" HD 8 Blade DPA Cutti ng Unit Serial #: 314000204	5 314000205	0	5 314000206	each	0.00 314000207	0.00	0.00 314000208
3	03716 27" HD Verti-Cutter Serial #: 315000107	5 315000108	0	5 315000109	each	0.00 315000110	0.00	0.00 315000111
4	30552 RED CANOPY UNIVERSAL SUNSHADE	1	0	1	ea	0.00	0.00	0.00

4	Lines Total	Qty Shipped Total	12	Sub Total	84687.49
				Taxes	6351.56
				Invoice Total	91039.05
				Balance Due	91039.05

Cash Discount 0.00 If Paid By 06/10/15

Last Page

Toro Distributor Listing (Commercial Division)

Distributor Name	Last	First	Work Email	Work / Distributor Address	WorkCity	WorkST	WorkZip
Century Equipment	Mowat	John	jmowat@centuryequip.com	4199 Leap Road	Hilliard	OH	43026
Century Equipment	Smolik	Ron	rsmolik@centuryequip.com	26565 Miles Road	Warrensville Heights	OH	44128
E. H. Griffith, Inc.	Lamarca	Paul	paull@ehgriffith.com	2250 Palmer Street	Pittsburgh	PA	15218
Grassland Equipment	Lind	Roger	rlind@grasslandcorp.com	315 Commerce Blvd.	Liverpool	NY	13088
Ness Turf	Smith	Leonard	lsmith@nessturf.com	94-025 Farrington Hwy	Waipahu	HI	96797
Hector Turf	Limberg	Joe	jlimberg@hectorturf.com	1301 N.W. 3rd Street	Deerfield Beach	FL	33442
Jerry Pate Turf & Irrigation	Kurpuis	Chris	ckurpuis@jerrypate.com	301 Schubert Drive	Pensacola	FL	32504-6958
Kenney Machinery Corp.	Gamble	Dan	dan.gamble@kmcturf.com	8420 Zionsville Road	Indianapolis	IN	46268
L. L. Johnson Distributing	Melchior	Dan	dmelchior@lljohnson.com	4701 Ivy St.	Denver	CO	80216-6400
Midland Implement Company	Pates	Randy	rpates@midlandimplement.com	402 Daniels Street	Billings	MT	59101
Midwest Turf & Irrigation	Deines	Jerry	jdeines@midwestturf.net	14201 Chalco Valley Parkway	Omaha	NE	68138
MTI Distributing	Andrews	Shane	shane.andrews@mtidistributing.com	4830 Azelia Ave. N. Ste. 100	Brooklyn Center	MN	55429
Professional Turf Products	McCue	Mike	mccuem@proturf.com	1010 No. Industrial Blvd.	Euless	TX	76039
Reinders	Jensen	John	jjensen@reinders.com	W227 N6225 Sussex Road	Sussex	WI	53089
Simpson Norton Corporation	Lucas	Shelly	shelly.lucas@simpsonnorton.com	4144 S. Bullard Ave.	Goodyear	AZ	85338-3613
Smith Turf & Irrigation	Miller	Brent	brent.miller@smithturf.com	4355 Golf Acres Drive	Charlotte	NC	28208
Smith Turf & Irrigation	Blackburn	Bill	bill.blackburn@smithturf.com	525 Fairground Court	Nashville	TN	37211-2008
Smith Turf & Irrigation	McGrory	Dan	dan.mcgrory@smithturf.com	2201 Dabney Road	Richmond	VA	23230-0327
Spartan Distributors	Early	Kris	kris.early@spartandist.com	1050 Opdyke Road	Auburn Hills	MI	48326
Spartan Distributors	Early	Kris	kris.early@spartandist.com	487 W. Division Street	Sparta	MI	49345
Storr Tractor Company	Indyk	Kenneth	kindyk@storrtractor.com	3191 U.S. Hwy 22 East	Branchburg	NJ	08876-3481
Turf Equipment & Irrigation	Jeffries	Dave	dave.jeffries@turfequip.com	1630 South Gladiola Street	Salt Lake City	UT	84104
Turf Equipment & Supply	Pardoe	Brian	brianpardoe@turf-equipment.com	8015 Dorsey Run Road	Jessup	MD	20794
Turf Products	Dynowski	Dave	ddynowski@turfproductscorp.com	157 Moody Road	Enfield	CT	06082
Turf Star, Inc.	Dahl	Doug	dougd@turfstar.com	2110 La Mirada Dr., Ste. 100	Vista	CA	92081
Turf Star, Inc.	Talley	Chuck	chuck.talley@turfstar.com	11373 Sunrise Gold Circle	Rancho Cordova	CA	95742-6533
Wesco Turf	Jacobs	Linda	linda.jacobs@wescoturf.com	2101 Cantu Court	Sarasota	FL	34232-6242
Western Equipment	Bergeron	Dick	dick.bergeron@western-equip.com	20224 - 80th Avenue South	Kent	WA	98032-1288

TAB 4 - Pricing and Compensation Forms. The cost portion of the Response should include the following criteria:

1. Provide a Price Proposal. *See attachment A.*

2. Describe in detail the proposed business pricing model(s). Include all pertinent details (formulas, definitions, data, audit criteria, etc.) to explain the benefits of the proposed model. Discuss how a participating agency will be able to verify (audit) that the net pricing received conforms to the model.

   We have six Business Units represented in this proposal.

   1. *The Toro **Commercial Division** pricing will be 21.8% off current MSRP of all wholegoods, attachments and accessories.*
      - *For the City of Mesa, the Parts Program will consist of offering discounts on high usage parts such as belts, filters, tires, etc. The discount on these 'Performance Parts' varies by product group but ranges up to 50% off retail. These prices are reflected in the Parts pricing in Attachment A.*

   2. *The Toro **Landscape Contractor Equipment (LCE)** Division pricing will be 27% off current MSRP for their landscape contractor wholegoods, attachments and accessories.*

   3. *The Toro **Siteworks Systems Division (SWS)** pricing will be 17% off current MSRP for wholegoods, attachments and accessories.*

   4. ***Golf Irrigation** will be 40% off MSRP for all wholegoods, attachments and accessories.*

   5. ***Residential Commercial Irrigation** will be:*
      - ***Irritrol**; 40% off MSRP on wholegoods, attachments and accessories.*
      - ***Rainmaster**: 17% to 30% off MSRP on wholegoods, attachments and accessories.*
      - ***ResCom** : 40% off MSRP on Wholegoods, attachments and accessories*
      - ***Sentinel**: 30% off MSRP on wholegoods, attachments and accessories.*

   6. ***BOSS**: 25% off MSRP on wholegoods, attachments and accessories*

   We request that our dealers and/or distributors have the ability to add attachments and accessories designed for use on Toro products but manufactured by a third party. These are items such as snow throwers, snow blades and brooms that attach to our products for use in the winter months. Each manufacturer of these products provides their own pricing, our pricing would not exceed the manufacturer list price. If there were any shipping and/or setup costs incurred by the dealer these would be added to the cost of the product.

   Used and Demonstrator Equipment: Preowned and Demonstrator equipment is available from our distributors and dealers and pricing is based on Fair Market Value. The FMV of used and demo equipment is based on a combination of factors from true leasing which sets residual buyouts to hours, condition, age of equipment and current market pricing for like items. Our distributors typically publish a list of available equipment including the pricing.

Financing and leasing: Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has contractual relationships with three finance companies that compete for your business. These are PNC, TCF, and DLL. Because of these relationships we have developed documents to help stream line the process for our tax exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.

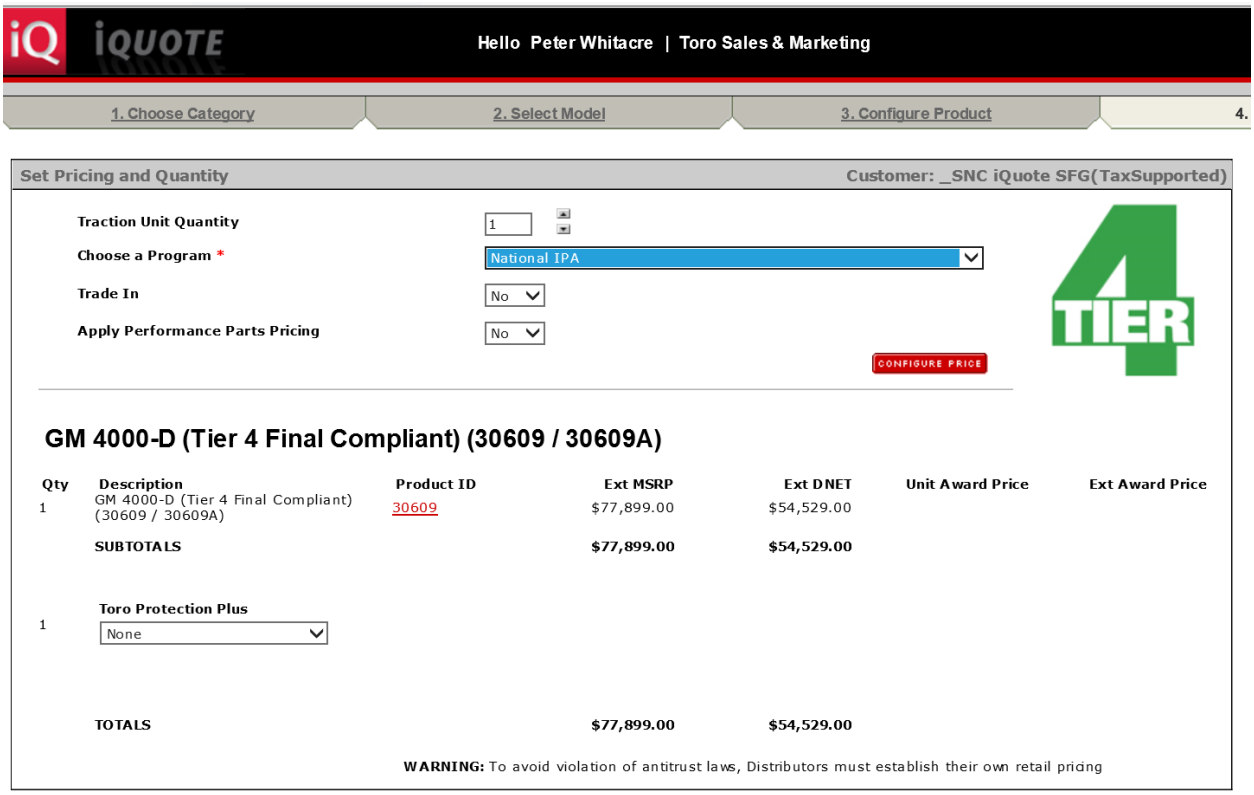
Based on tax-exempt pricing($1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 450 basis points (BPS) over the like term US treasuries (as published by the US Federal Reserve Statistical Release H.15). Individual transaction pricing will be priced to the market based on specific transaction details.

For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.

Included in this proposal is a hard copy of Toro's current MSRP for each divisions products. Electronic copies will also be provided. Any product, attachments and accessory that is on these spreadsheet is available for the stated discounts.

This price model provides an aggressive discount to end users and is easy to calculate through a discount on MSRP. We have many products that we typically do not discount, we refer to these as proprietary products, but with this contract we discount all products with the same aggressive pricing to provide customers with the aggressive pricing but also make pricing and auditing more efficient for all parties.

We will provide the City of Mesa and National IPA with current copies of our MSRP pricing so customers can verify through a third party. For Commercial, we also have a pricing system called iQuote that we load pricing from Toro and is used by all distributors to calculate pricing. This ensures the correct pricing at each location. Here is an example of this quoting system.



3. The City's expectation is that the proposed pricing shall include delivery to Mesa and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

   The Pricing to the City of Mesa includes set-up and delivery of wholegoods, attachments and accessories. It will be the determination of each of our distributors if they want to charge set-up and delivery fees for orders from other Participating Public Agencies. This pricing strategy allows us to provide a more aggressive price on wholegoods, attachments and accessories.

4. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last three (3) years. Discuss any known future price list changes or industry changes that will effect pricing over the next Five (5) years.

   Toro typically has changes to our MSRP lists once per year. As our fiscal year starts on November 1, we plan our annual changes for that date. Our goal is to keep our price increases to a minimum to remain competitive in this market. For 2017 we have implemented an average price increase of 1.3%.

   On occasion, we have to veer from this plan as economic forces cause our costs to change more dramatically than anticipated. We do provide at least a 30-day notice to our distributors that these changes are occurring. Over the past 3 years we have been able to hold to our plan of once per year price change.

There are other factors that also impact our pricing. The federal government mandated changes to emissions, known as Tier 4, this has significantly impact pricing on our diesel, non-road, 25 – 74 horsepower products starting in 2013. These price increases have ranged from 10 – 20% depending on product but Toro's products have all transitioned to the Tier 4 Final engines and are therefore reflected in the current pricing.

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

   Pricing is most favorable offered for contracts of this scope. We are continuously provided with feedback from field sales representatives concerning the price/value paradigm versus our competition. We evaluate this balance and make changes to pricing as needed to remain competitive. Toro also strongly believes in reducing cost through our processes and utilize Six Sigma Continuous Improvement Tools such as Kaizens, Lean Manufacturing, Process Mapping and D.M.A.I.C.(Define, Measure, Analyze, Implement, Control). Every year Toro establishes dollar values goals to Continuous Improvement and tracks and reports our progress against these goals. These procedures allow us to control costs which means controlling price increases to our customers.

   In the end, our customers make the "Best Value" judgement and buy those products they consider "Best Value" . If we determine we are no longer "Best Value" at current pricing we will request changes to pricing.

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

   As an added incentive for volume purchases (single purchase order), Toro distributors may provide the following Smart Value Program. This program provides the customer with a level of dollars available to be used to purchase additional whole goods, accessories, attachments, parts or extended warrantee based on the volume of purchase according to the following scale.

Purchases at Retail	***Available Dollars***
$150,000 - $199,999	***$4,500***
$200,000 - $249,999	***$6,000***
$250,000 - $299,999	***$10,000***
$300,000 - $349,999	***$12,000***
$350,000 - $399,999	***$14,000***
$400,000 - $449,999	***$16,000***
$450,000 - $499,999	***$18,000***
$500,000 - $549,999	***$20,000***
$550,000 - $599,999	***$22,000***
$600,000 - $649,999	***$24,000***
$650,000 - $699,999	***$26,000***
$700,000 - $749,999	***$28,000***
$750,000 - $799,999	***$30,000***
$800,000 - $849,999	***$32,000***
$850,000 - $899,999	***$34,000***
$900,000 +	***$36,000***

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

   Orders can be faxed, mailed or emailed. pCards and EFT can be accepted. All pricing is at users net.

8. Provide your payment terms. These payment terms shall apply to all purchases and to all payment methods.

   Payment terms are 0% 30 days for cash/check payments and EFT payments only.

Attachment A

REVISED PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND RELATED EQUIPMENT to the City of Mesa at the price(s) stated below.

SAMPLE EQUIPMENT PRICING

This Section of the Price Page lists Sample Equipment (Attachment C) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

ITEM #	EQUIPMENT DESCRIPTION	UNIT PRICE
	Bunker Rake, as per specifications	
1	Toro Sand Pro 5040, model 08705	$ 17,423.58
	MANUFACTURER AND MODEL NUMBER	
	Heavy Duty Utility Vehicle, as per specifications	
2	Toro Workman HDX Auto, model 07390	$ 22,481.84
	MANUFACTURER AND MODEL NUMBER	
	Surrounds Mower, as per specifications	
3	Toro RM3100-D, model 03170 & 03189 reels	$ 29,530.85
	MANUFACTURER AND MODEL NUMBER	
	Triplex Greens Mower, as per specifications	
4	Toro GR3150-Q, model 04358 and 04654 reels	$ 29,773.88
	MANUFACTURER AND MODEL NUMBER	
	Wide Area Rotary Mower, as per specifications	
5	Toro GM4100-D Tier4, model 30608	$ 62,262.63
	MANUFACTURER AND MODEL NUMBER	
	Fairway Mower, as per specifications	
6	Toro RM5510-D Tier 4, model 03607 & 03641 reels	$ 58,619.52
	MANUFACTURER AND MODEL NUMBER	
	EQUIPMENT TOTAL FOR ITEMS 1-6	$ 220,092.30

SAMPLE PARTS PRICING

This Section of the Price Page lists Sample Parts for the equipment listed above (Items 1 thru 6) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1)	
	Toro, part# 108-3808	$ 15.98

	MANUFACTURER AND PART NUMBER		
8	Rake plate for Bunker Rank (see item 1)		
	Toro, part# 84-2280-03	$	13.35
	MANUFACTURER AND PART NUMBER		
9	Hydraulic Filter for Utility Vehicle (see item 2)		
	Toro, part# 54-0110	$	9.98
	MANUFACTURER AND PART NUMBER		
10	Oil Filter for Utility Vehicle (see item 2)		
	Toro, part# 108-3847	$	5.29
	MANUFACTURER AND PART NUMBER		
11	**Bedknife** for Surrounds Mower (see item 3)		
	Toro, part# 112-8910	$	99.99
	MANUFACTURER AND PART NUMBER		
12	Roller for Surrounds Mower (see item 3)		
	Toro, part# 112-8915	$	291.12
	MANUFACTURER AND PART NUMBER		
13	Bed Knife for Triplex Greens Mower (see item 4)		
	Toro, part# 63-8600	$	32.95
	MANUFACTURER AND PART NUMBER		
14	Hydraulic Filter for Triplex Greens Mower (see item 4)		
	Toro, part# 107-9531	$	8.49
	MANUFACTURER AND PART NUMBER		
15	**Rotary Blade** for Wide Area Rotary Mower (see item 5)		
	Toro, part# 106-7166-03	$	18.50
	MANUFACTURER AND PART NUMBER		
16	**Fuel** Filter for Wide Area Rotary Mower (see item 5)		
	Toro, part# 110-9049	$	15.33
	MANUFACTURER AND PART NUMBER		
17	Fan Belt for Fairway Mower (see item 6)		
	Toro, part# 127-2998	$	16.30
	MANUFACTURER AND PART NUMBER		
18	Water Pump for Fairway Mower (see item 6)		
	Toro, part# 127-3071	$	562.35
	MANUFACTURER AND PART NUMBER		
	PARTS TOTAL FOR ITEMS 7-18	$	1,089.63

DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

LIST	CATEGORY	DISCOUNT OFF
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	

	Commercial Division Products (large mowers, aerators, sprayers, infield groomers, utility vehicles, cultivation and	21.80%
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	Commercial Division Products (large mowers, aerators, sprayers, infield groomers, utility vehicles, cultivation and debris equipment	21.80%
C	RELATED EQUIPMENT PARTS	
	Commercal Division Performance Parts (City of Mesa only) Pricing is reflected in parts market basket prices.	up to 50% off list
D	USED EQUIPMENT	
	Our distributors typically have off lease and trade in equipment available for sale	Depends on age, hours and conditioin
E	BALANCE OF LINE	
	Golf Irrigation wholegoods, accessories and attachments	40% off
	Residential Commercial (ResCom)Irrigation wholegoods, attachments and accessories	40% off
	Irritrol Irrigation wholegoods, attachments and accessories	40% off
	Rainmaster Irrigation wholegoods, attachments and accessories	17 - 30 % off
	Sentinel Irrigation wholegoods	30% off
	Residential Landscape Contractor Equipment wholegoods, attachments and accessories	27% off
	Site Works Systems Equipment wholegoods, attachments and accessories	17% off
	BOSS equipment, attachments and accessories	25% off
	Allied products provided by third party	not to exceed list price

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name _____ Toro Date: _ 12/9/2016

RAIN MASTER®
CONTROL SYSTEMS

CONTROLLER COMPARISON CHART

BUILT ON A LEGACY OF INNOVATION, QUALITY AND SERVICE.

All Rain Master® controllers include a five-year factory warranty, free technical support for the life of the product, and a portfolio of options to round out your system.

Rain Master...

RIGHT AS RAIN™

(800) 777-3377

Features	Sentar™ II	Eagle™	Eagle™ Plus	DX2™ with Oasis™
Central Control Capability*	No	iCentral™(Internet)	iCentral™(Internet)	Dedicated System
ET				
ET Source	No	ZipET™ or Weather Center™	ZipET™ or Weather Center™	Weather Center™
ET [Referenced] Scheduling Engine	No	Automatic	Automatic	Advanced
Measured Rain Fall	None	ZipET™ Data	ZipET™ Data	On Site + Integrated Scheduling
EPA WaterSense™ Approved	No	Yes	Yes	No
Programming				
Number of Programs	4	4	8/16 (2-Wire)	12
Number of Start Times	5	5	8	8
Maximum Station Runtime	9h+59m	9h+59m	23h+59m	24h
Cycle and Soak Programming	Yes	Yes	Yes	Yes
Programmable Rain Delay	Yes	Yes	Yes	Yes
Programmable Station Delay	1-255 Seconds	1-255 Seconds	1 Second - 20 Minutes	1-255 Seconds
Programmable Security Levels	1	1	2	2
Programmable Overlap Protection	Yes	Yes	Yes	Yes
Water Budget (%)	0-300%	0-300%	0-300%	0-999%
Manual Rain Shut-off	Yes	Yes	Yes	Yes
Hour/Minute/Second Programming	No	No	No	Yes
7-Day Scheduling (or more)	Yes	Yes	Yes	Yes
14-Day Scheduling (or more)	No	No	Yes	Yes
31-Day Scheduling	No	No	No	Yes
Programmable Water Window	No	No	Yes	Yes
Manual Program Operations	Yes	Yes	Yes	Yes
Multi-Station Manual Operations	No	No	Yes	Yes
Pump Control by Program	Yes	Yes	Yes	Yes
Intelligent POC Control(Flow Max)	No	No	No	Yes
Master Valve Assignment	By Program	By Program	By Program	By Program
Review Function	Yes	Yes	Yes	Yes
Skip-Day Programming	Yes	Yes	Yes	Yes
Odd/Even Only	Yes	Yes	Yes	Yes
System Tests & Reports				
Station Test Function	Yes	Yes	Yes	Yes
Station Short Identification	Yes	Yes	Yes	Yes
Solenoid Amperage Reading	No	No	No	Yes
Real-Time PC/Mobile Alerts*	No	Yes	Yes	Yes
Station Current Monitoring/Alert	No	No	No	Yes
Flow				
Flow Sensing	Yes	Yes	Yes	Yes
Flow Sensor Inputs	1	1	2	2
Auto Learn Flow	Yes	Yes	Yes	Yes
Integrated Flow Monitoring / AIM	No	No	No	Yes
Hardware				
Cold Rolled & Painted Wall Mount Cabinet	Standard	Standard	Standard	Standard
Stainless Steel Wall Mount Cabinet	Optional	Optional	Optional	Optional
Cold Rolled & Painted Wall Mount Pedestal	Optional	Optional	Optional	No
Stainless Steel 14-gauge Security Pedestal	Optional	Optional	Optional	Optional
Rain/Freeze/Moisture Sensor Input	1	1	1	1
Rain Sensor by Program	Yes	Yes	Yes	Yes
Optional Two-Wire (TWICE™) Interface	No	Yes	Yes	Yes
Heavy-Duty Lightning Protection	Optional	Optional	Standard	Standard
Master Valve Terminals	1	1	1	Up to 3
Normally-Open or Normally-Closed MV	Both	Both	Both	Both
Non-Volatile Memory	Yes	Yes	Yes	Yes
Battery - Free Date/Time Recovery	Yes	Yes	Yes	Yes
Built-in PRO MAX™ Remote Interface	Yes	Yes	Yes	Yes
Transformer Maximum Load	1.5 AMPs	1.5 AMPs	1.5 AMPs	2.0 AMPs
Manufacturer's Warranty	5 Years	5 Years	5 Years	5 Years

*may require central control add-on hardware

RAIN MASTER®
CONTROL SYSTEMS

Commercial Central Control Comparison Chart

Key Software Features	i-Central™ Eagle™	i-Central™ Eagle™ Plus	Oasis™ DX2
System Software	Internet Based	Internet Based	Computer Based
Software Subscription Fees	As Low As $120/yr	As Low As $120/yr	1-Time Software Purchase
Years Included with Controller Purchase	1-Year of iCentral	2-Years of iCentral	N/A
Irrigation Scheduling Engine	Simple and Advanced	Simple and Advanced	AdvancedET™ and AIM™
Daily ET Adjustments	ZipET™, CIMIS, Weather Station	ZipET™, CIMIS, Weather Station	CIMIS, Weather Station
Real Time Alerts to Phone/Email	✓	✓	✓
Real Time Reporting	✓	✓	✓
Share a Rain Sensor/Weather Center	✓	✓	✓
Auto Learn Flow	✓	✓	✓
Communication Option(s)	GSM Cellular	Ethernet	Cellular, Radio, WiFi, Ethernet, Phone, Hardwire
Mobile Phone Access	✓	✓	N/A
Flow Sensing	✓	✓	✓
Flow Management	N/A	N/A	✓
Visual Positioning Map™	N/A	N/A	✓
Real Time Weather VIEW™	N/A	N/A	✓
Technical Support	Phone/Online Support	Phone/Online Support	Phone/Online Support

Key Controller Features	i-Central™ Eagle™	i-Central™ Eagle™ Plus	Oasis™ DX2
Conventional / Two-Wire Station Count	36 Conv, 36 Two-Wire	48 Conv, 200 Two-Wire	48 Conv, 48 Two-Wire
Number of Programs (Conv/Two-Wire)	4 / 4	8 / 16	12 / 12 (or ISP)
Number of Start Times	5	8	8

Number of Start Times			
Cycle and Soak Programming	✓	✓	✓
Day Programming	7, Skip, Odd/Even	14, Skip, Odd/Even	14, 31, Skip, Odd/Even
Programmable Rain Delay	✓	✓	✓
Rain/Freeze/Moisture Sensor Input	✓	✓	✓
Weather Center Inputs	✓	✓	✓
Advanced Electrical Fault Detection	✓	✓	✓
Advanced Flow Sensing	✓	✓	✓
Master Valve and Pump Control	✓	✓	✓
Share Flow Sensor	Optional	Optional	FloMax™
Built-in ProMax™ Remote Interface	✓	✓	✓
Transformer Maximum Load	1.5 AMPS	1.5 AMPS	2.0 AMPS
Warranty	5 Years	5 Years	5 Years

RIGHT AS RAIN™

TORO®

Groundsmaster® 4100-D/4110-D

WIDE AREA ROTARY MOWERS

FEATURES

- *55 hp (41 kW) Yanmar® engine, Tier 4 Final Compliant, turbo-diesel engine*
- *Smart Power™ - optimized mowing in all conditions*
- *Foldable ROPS*
- *10.5' (3.2 m) width of cut*
- *Full-time 4WD forward and reverse*
- *All-time traction assist (optional)*
- *0" uncut circle in turns*
- *SmartCool™ auto-reversing cooling fan*
- *HybridDrive™ cutting deck system delivers unmatched reliability*
- *4-way adjustable seat and Air Ride Suspension*
- *InfoCenter™ displays simple operating info while monitoring machine health*
- *Integrated ControlHub™ with fingertip electronic controls*
- *Top and rear air intake for increased cooling*
- *Climate-controlled safety cab with air conditioning and heater (4110-D)*
- *Isolated operator platform for greater comfort and smoother ride*

Operator-friendly and smart by design.

At a 10.5' width of cut, the all out-front deck design on the Groundsmaster 4100-D and 4110-D lets you easily see what you are cutting. The new Smart Power™ technology coupled with the HybridDrive™ cutting deck system delivers optimal power to the cutting blades – efficiently cutting grass even in the toughest conditions. The SmartCool™ auto-reversing fan system automatically blows chaff off the radiator intake screen making operation more productive. With their excellent trimming capability, and an ability to mow a 0" uncut circle, you'll maneuver around obstacles with ease. The patented, parallel hydraulic drive system assures full-time 4-wheel drive, allowing you to mow with confidence, even on hills and wet grass.

toro.com/4000

Groundsmaster® 4110-D

Groundsmaster® 4100-D

4 TIER

SMART POWER™

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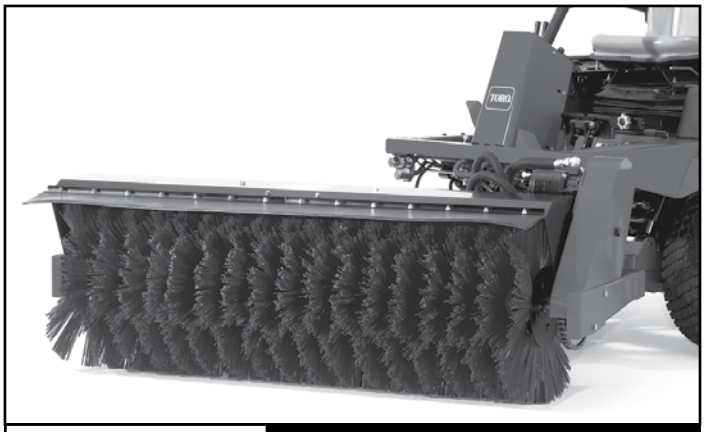
Groundsmaster® 4100-D/4110-D Specifications*

	GROUNDSMASTER 4100-D, MODEL 30608 GROUNDSMASTER 4110-D, MODEL 30644, MODEL 30606
ENGINE	Yanmar® 4-cylinder, liquid-cooled, turbo-charged diesel. 127 cu. in. (2.1 liter) displacement. Engine rated at 55 hp (41 kW) net and 125 ft.-lbs. (169 Nm) torque at 2,000 rpm. 8 quart (7.6 liter) oil capacity. EPA Tier IV Final Compliant.
AIR CLEANER	Dry, replaceable primary and safety elements.
RADIATOR	Rear-mount, cross-flow, 7-row, 5 fins per inch, 9 quart (8.5 liter) capacity.
FUEL CAPACITY	21 gallons (79.5 liters) diesel fuel. Biodiesel-Ready for use up to B-20(20% biodiesel and 80% petroleum blend)
TRACTION DRIVE	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) optional on Groundsmaster 4100-D models. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear. SmartPowerTM feature controls traction speed to maintain optimal cutting blade speed.
HYDRAULICS/COOLING	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler, 6.3 fins per inch, that tilts out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
DIAGNOSTICS	Diagnostic pressure test ports: forward and reverse traction, left, center and right decks, reverse 4WD, lift, steering, charge and deck counterbalance circuits.
GROUND SPEED	**Transport:** 0-16.2 mph (0-26.1 km/h) forward, 0-8.1 mph (0-13 km/h) reverse. **Mow:** 0-8.3 mph (0-13.4 km/h) forward, 0-4 mph (0-6.4 km/h) reverse.
TIRES	Front: 26 x 12-12, 6-ply tubeless Multi-Trac. Rear: 20 x 10-10, 6-ply tubeless Multi-Trac.
MAIN FRAME	All welded formed-steel frame with integral tie-down anchors.
BRAKES	Mechanically actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right wheel. Lock pedals together and latch to engage parking brake.
SEAT	4-way adjustable, right armrest travels with seat and suspension.
STEERING	Power steering with dedicated power source. Steering wheel tilts to desired operator position. Uncut circle: 0" diameter.
INTSTRUMENTATION	**InfoCenter™**:Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates fuel level, coolant temp, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage.
CONTROLS	Tilt steering, ignition switch, throttle switch, foot-operated traction pedal, lockable individual brake pedals, parking brake lock, mow/transport speed selector switch, 3-two position switches for individual deck lift/lower, counterbalance adjustment, tow valves, cup holder, toolbox, radio holder, fan switch and 12-volt power outlet.
ELECTRICAL	12-volt, 690 cold cranking amps battery, 80 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 while moving or deck is engaged, traction and / or deck stops, info center alarms and gives message. Mowing only permitted in low range. Traction not allowed if parking brake engaged and pedal moved out of neutral, info center alarms and gives message. Deck transport latches.
GROUND CLEARANCE	6.5" (16.5 cm)
OVERALL DIMENSIONS	**Height**: 85.3" (216.7 cm) w/ROPS up, 93.3" (237 cm) w/ cab; **Length**: 144" (366 cm) w/decks down; **Width**: 127" (323 cm) w/decks down; **Transport Width**: 71" (180 cm) @ 2" (5 cm) HOC; **Wheelbase**: 55.5" (140 cm)
WEIGHT	4237 lbs. (1922 kg) w/ full fluids (GM4100-D). 4890 lbs. (2218 kg) w/ full fluids (GM4110-D).
SAFETY CAB (4110)	**MODEL 30644**: ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light. **MODEL 30606**: Factory installed, ROPS certified, climate controls (AC & heating), opening rear window, front wiper/washer, interior mirror, exterior side mirrors.
SAFETY	Complies with American National Standards Institute (ANSI B71.4-2012) and applicable ISO EN 5395 (CE) standards (machine directive 89/392, 91/368, 93/44, 84/538, 89/336) requirements; Optional lights. Meets ANSI/ASAE 5279.12 (Lighting and Marking of Agricultural Equipment on Highways). Foldable ROPS, ISO 21299 certified.
WARRANTY	Two-year limited warranty. Refer to operator's manual for further details.
ACCESSORIES	Work light, Road lights consisting of dual taillights, dual headlights, slow moving vehicle sign, turn signal, flasher and lights; Sunshade Beacon
	CUTTING DECK
WIDTH OF CUT	Overall: 124" (315 cm), Center deck section: 54" (137.1 cm), Two 37" (93 cm) width of cut wings. 89" (226 cm) width of cut with one wing up.
MOWING RATE	Mows up to 10.3 acres/hr (4.2 hectares/hr) at 8.3 mph (13.4 km/hr). Assumes no overlap or stops.
CONSTRUCTION	Welded .100" (25 mm) high-strength steel with steel 7 and 10-gauge channel and plate reinforcements.
DECK DRIVE	Direct mounted hydraulic motor into spindle. Remaining spindle(s) driven by individual B section kevlar belt. Quick-release belt covers.
HEIGHT-OF-CUT	1"-5" (25-127 mm) in .5" (13 mm) increments.
SPINDLES	1.25" (3.17 cm) diameter spindle shafts, 9" (22.9 cm) diameter conical ductile iron housing, and 2 greaseable tapered roller bearings.
BLADES	19" (48.3 cm) long, 2.5" (6.4 cm) wide, .25" (.64 cm) thick.
CASTER WHEELS	8 x 3.50-4, 4-ply, smooth, pneumatic, sealed precision ball bearings.
GROUND FOLLOWING	6" anti-scalp cups on each blade, adjustable skids, 3 anti-scalp rollers on front deck and 1 on each wing.
WING PROTECTION	Impact absorption device on each wing deck.
MULCHING KIT	Model 30419.
SKIDS	Reversible polymetric.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

Groundsmaster® 4100-D & 4110-D Attachment Specifications*



	ROTARY BROOM, MB MODEL SHL**
TYPE	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
BROOM SIZE	32" (81 cm) diameter x 60" (153 cm) wide.
BRUSH	Sectional brush with combination polypropylene/wire radial segments.
WEIGHT	575 lbs. (261 kg)
OPTIONS	Dirt Deflector, Storage Stands.

	SUNSHADE
UNIVERSAL MOUNT SUNSHADE	White, Model 30349
UNIVERSAL MOUNT SUNSHADE	Red, Model 30552

	SNOWTHROWER ERSKINE MODEL 2000***
STAGE	2
WIDTH OF CUT	61" (155 cm)
CUTTING HEIGHT	29" (74 cm)
CUTTING EDGE	3/8" x 3" (9.5 mm x 7.6 cm) bolt-on
SKID SHOES	Adjustable
AUGER DIAMETER	16" (41 cm) open flight
FAN DIAMETER	20" (51 cm) 4-blade
CHUTE ROTATION	Hydraulic 270°
SHEAR PROTECTION	Pressure relief
CASTING DISTANCE	Up to 30' (9.14 m)
APPROXIMATE SHIPPING WEIGHT	850 lbs. (386 kg)
HOSES	Included

*Specifications and design subject to change without notice.

** Manufactured by M-B Companies Inc.

*** Manufactured by Erskine Attachments.

Note: The Toro Company does not manufacture or sell the snowthrower or rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.

The Groundsmaster 4100-D/4110-D is manufactured in Tomah, WI ISO 9002 Certified Plant.

Greensmaster® 3150-Q / 3250-D

RIDING GREENSMOWERS

FEATURES

Greensmaster 3150-Q:

- *Briggs & Stratton® 18 hp (13.4 kW) air-cooled, gasoline engine*
- *Industry's quietest engine-powered riding greensmower*

Greensmaster 3250-D:

- *Kubota® D902, 24.8 hp (18.5 kW) 3-cylinder, liquid-cooled, diesel engine*
- *Ample power for any greens or off-greens application; extremely versatile*

Legendary performance and reliability.

The Greensmaster 3150-Q and 3250-D are distinguished for their field-proven performance and exceptional quality of cut. Equipped with patented DPA cutting units for a superior cut and minimal maintenance, convenient controls for easy operation, and ample power to handle any application–it's no wonder these classic models have been trusted over the years to deliver the performance golf courses demand with a putting surface that exceeds expectations.

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Greensmaster® 3150-Q

Greensmaster® 3250-D

4 TIER

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Greensmaster® 3150-Q Specifications*

	GREENSMASTER 3150-Q, MODEL 04358
ENGINE	18 hp (13.4 kW) @3600 rpm, Briggs & Stratton® gasoline engine, governed to 2850 rpm high idle, 1650 rpm low idle. Air-cooled.
FUEL CAPACITY	7 gallon (26.5 liter) capacity; unleaded gasoline.
TRACTION DRIVE	Hydraulic piston pump, closed loop system. 2WD Parallel Hydrostatic or 3WD Series Parallel piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.
GROUND SPEED	Forward-mowing speed is variable from 2-5 mph (3.2-8 km/h), adjusted by stop on pedal mechanism. Mow speed setting does not affect transport speed. Maximum Greensmaster 3150-Q transport speed is 8.8 mph (14.4 km/h), may be reduced by adjusting stop in footrest pan without affecting mow speeds. Reverse is 2.5 mph (4.0 km/h) maximum.
TURF COMPACTION	8-10 psi (dependent on tire pressure) with operator and cutting units down.
IMPLEMENT DRIVE	Single gear pump, mono valve block, series reel drive to 3 motors.
STEERING	Power steering. Adjustable steering wheel tilt and a 5-position steering arm tilt.
CONTROLS/GAUGES	Raise/lower-mow lever (joystick). Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hour meter. Hand operated throttle and choke. Mechanical engine speed control.
ELECTRICAL FEATURES	12-volt lead acid, group size U1, with 300 minimum cold cranking amps at 0° F and 34 minutes reserve capacity at 85° F/25 amps draw. 16 amp alternator. Ignition switch/key. Seat switch. Harness terminals and fuse slot available for optional lights installation.
TIRES/WHEELS/PRESSURE	Three tires: Three 18 x 10.5-8, 4-ply pneumatic tubeless demountable and interchangeable with smooth tread. 8-12 psi front; 8-15 psi rear. Optional Traction Tire (4-ply): P/N 119-3516.
BRAKES	Two 6" (15.2 cm) drum type.
HYDRAULIC OIL	7.5 gallon (28.4 liter) tank with internal baffle. 1.0 gallon (3.8 liter) auxiliary tank.
LEAK DETECTION	Equipped with Turf Guardian™ leak detection system.
SOUND LEVEL	82 dB(A) at operator's ear under normal conditions.
OVERALL DIMENSIONS	Wheel Tread: 49.5" (149.9 cm), Wheel Base: 47" (119 cm), Length: 90" (229 cm), Width: 69.7" (177 cm) w/reels, Height: 74.5" (189 cm), Weight: 1,087 lbs. (493 kg).
WIDTH OF CUT	59" (150 cm)
REEL SPEED	Approximately 1975 RPM at 2850 engine RPM. Adjustable.
BACKLAPPING	Standard equipment.
CUTTING UNIT SUSPENSION	Cutting units are completely free-floating, each attaching to the tractor by direct pull links and lifted by a centered lift arm. Baskets are supported by carrier frames that are ground following. Cutting unit floatation is unaffected by basket content. Grass baskets are all interchangeable and accessible from the front of the machine.
ROPS	Roll Over Protection System standard.
CERTIFICATION	Certified to meet ANSI specification B71.4-2012 and European CE standards with appropriate kits installed.
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.

	8 BLADE DPA CUTTING UNITS, 04652 11-BLADE DPA CUTTING UNITS, 04654 14-BLADE CUTTING UNITS, 04656
TRACTOR	These cutting units will mount on any Toro riding Greensmaster (excluding Greensmaster TriFlex™ 33xx/34xx series).
HEIGHT OF CUT (HOC) RANGE	Cutting height is adjusted on front roller by two vertical screws and held by two locking cap screws. Bench HOC range is .062"-.297" (1.6-7.5 mm). With high HOC kit, range is .297-1.0" (7.5-25.4 mm). Effective HOC may vary depending on turf conditions and bedknife installed.
REEL WELDMENT	Reels are 5" (13 cm) in diameter, 21" (53.3 cm) in length. High carbon steel blades are welded to 5 stamped steel spiders, and heat treated. The reel is ground for diameter and concentricity, and relief ground.
REEL BEARINGS	Two stainless steel ball bearings, 30 +/-.1 mm inside diameter slip fit onto reel shaft retained by internally splined threaded insert. Low drag seals/slingers for added protection with o-ring sealed motor and counterweight. Reel position maintained by a wave washer with no adjusting nut.
MAINTENANCE	No grease zerks, sealed bearing design eliminates daily maintenance.
REEL DRIVE	The reel weldment shaft is a 1.375" (35 mm) diameter tube with internally splined threaded insert.
FRAME	Precision machined, die-cast aluminum cross member with two bolt-on die-cast aluminum side plates.
AGGRESSIVENESS	Aggressiveness stays constant throughout the life of the reel. Patented design.
BEDKNIFE	Replaceable single edged EdgeMax™ Microcut Bedknife is standard.
BEDKNIFE ADJUSTMENT	Dual screw, indexed "click" adjustment to the reel; detents corresponding to .0007" (.018 mm) bedknife movement for each position.
FRONT & REAR ROLLERS	Front: Not included with cutting unit, purchased separately. Option between full, narrow-spaced and wide-spaced Wiehle roller. Rear: Steel full, 2" (5.1 cm) diameter with sealed bearings and through-shaft.
GRASS SHIELD	Non-adjustable shield with adjustable cut-off bar to improve grass discharge from reel in wet conditions.
TOTAL WEIGHT	8-blade: 72 lbs. (32.7 kg) with aluminum Wiehle Roller. 11-blade: 75 lbs. (34 kg) with aluminum Narrow Wiehle Roller. 14-blade: 78 lbs. (35 kg) with aluminum Wiehle Roller.

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Greensmaster® 3150-Q Accessories*

GREENSMASTER 3150-Q ACCESSORIES

TRACTION UNIT ACCESSORIES	
04476	3-Wheel Drive Kit
04479	Thatching Reel (Set of 1)
04494	Greens Spiker Kit
04495	Greens Tri-Roller Kit
30707	Armrest Kit
119-3516	Traction Tires
04554	Light Kit
130-6536	Hydraulic Oil Cooler Kit
108-6472	Traction Speed Control Kit
104-6540	Spark Arrestor Screen
115-4510	Bimini Folding Shade
100-6442	2WD Weight Kit
99-1645	3WD Weight Kit
115-4754	Wireless Hour Meter

ROLLER OPTIONS	
04626	Front Narrow Wiehle Roller (set of 3)
04627	Front Wide Wiehle Roller (set of 3)
04625	Front Full Roller (set of 3)
04628	Solid Steel Roller Kit (front Wiehle & rear steel rollers)
04629	Anti-Bobbing Roller
71-1550	Cast Iron Rear Wiehle Roller
107-3514	Steel Wide Wiehle Roller
121-4675	Extended Wiehle Roller
04258	Extended Narrow Wiehle Roller
04267	Narrow Wiehle Roller (for paspalum)
107-3510	Steel Narrow Wiehle Roller
120-9595	Steel Rear Roller (standard)
125-5180	DPA Rear Roller Extension Kit
120-9600	High Height of Cut Kit
04249	Split Full Front Roller
04250	Split Narrow Wiehle Roller

CUTTING UNIT & REEL OPTIONS	
04652	8-Blade Cutting Unit
04654	11-Blade Cutting Unit
04656	14-Blade Cutting Unit
119-4103	8-Blade Reel (Individual)
121-6651	8-Blade Reel, Heavy-Duty (Individual)
119-4104	11-Blade Reel (Individual)
127-2202	14-Blade Reel (Individual)

GROOMER OPTIONS	
04709	Groomer Drive (LH) (Set of 1)
04712	Groomer Reel, Spring Steel (Set of 1)
04274	Grooming Brush – Soft
04275	Grooming Brush – Stiff
106-2643	Groomer Pull Link Kit
04744	Grooming Reel - Thin Blade (Set of 1)

SCRAPER OPTIONS	
125-5303	Front Narrow Wiehle Roller Scraper
125-5304	Front Wide Wiehle Roller Scraper
125-5305	Front Full Roller Scraper
115-7377	Front Narrow Wiehle Roller Scraper Brush
115-7378	Front Wide Wiehle Roller Scraper Brush
115-7379	Front Full Roller Scraper Brush
115-7380	Front Narrow Wiehle Roller Scraper Comb
115-7381	Front Wide Wiehle Roller Scraper Comb
115-7382	Front Full Roller Scraper Comb
115-7383	Rear Roller Scraper
121-2260	Adjustable Rear Roller Scraper
04646	Spring Loaded Rear Roller Scraper (Set of 3)
107-9561	Anti-Bobbing Roller Scraper Kit
04726	Rotating Rear Roller Brush (LH) (Set of 1)

BEDKNIFE & BEDBAR OPTIONS	
93-4262	Microcut Bedknife
93-4263	Tournament Bedknife
93-4264	Low Cut Bedknife
94-6392	High Cut Bedknife
63-8600	Fairway Bedknife
108-4303	Extended Microcut Bedknife
108-4302	Extended Tournament Bedknife
115-1880	EdgeMax™ Microcut Bedknife (Standard)
115-1881	EdgeMax™ Tournament Bedknife
112-7475	EdgeMax™ Fairway Bedknife
106-2648-01	Bedbar (Standard)
99-3794-03	Aggressive Bedbar

THATCHING REEL ACCESSORIES	
117-6824	Thin dynaBLADE, (1.2mm Thickness) (Individual)
119-1128	Regular dynaBlade, (2mm Thickness) (Individual)
117-6839	Replacement Kit, 1.2mm dynaBlade (36 Blades)
117-6840	Replacement Kit, 2mm dynaBlade (36 Blades)
121-6675	Spring Steel Kit
121-6674	Blade, Spring Steel
121-9525	Thatching Reel Quick Change Kit

BIO-HYDRAULIC FLUID / HYDRAULIC FLUID / OIL	
119-2157	Bio-Hydraulic Fluid, 5 gal. (18.9 L)
119-2158	Bio-Hydraulic Fluid, 55 gal. (208.2 L)
108-1178	Premium Hydraulic Fluid, 5 gal. (18.9 L)
108-1177	Premium Hydraulic Fluid, 55 gal. (208.2 L)
108-1197	Premium Engine Oil SAE 30, 5 gal. (18.9 L)
108-1196	Premium Engine Oil SAE 30, 55 gal. (208.2 L)

TOOLS	
04399	Turf Evaluator
125-5610	Paper – Reel
125-5611	Shim – Reel
94-9010	Height of Cut Bar Assembly

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Greensmaster® 3250-D Specifications*

	GREENSMASTER 3250-D, MODEL 04384
ENGINE	Kubota® 902 tier 4i, 3-cylinder liquid-cooled diesel engine. 55.0 cu. in. (902 cc). Full pressure lubrication, oil filter. 24.8 hp (18.5 kW) @ 3600 rpm. Engine governed to 2760 rpm high idle, 1500 rpm low idle (no load).
FUEL CAPACITY	6 gallons (22.7 liters). Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).
TRACTION DRIVE	Hydraulic piston pump, closed loop system. 2WD Parallel Hydrostatic or 3WD Series Parallel piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.
GROUND SPEED	Forward-mowing speed is variable from 2-5 mph (3.2-8 km/h), adjusted by stop on pedal mechanism. Mow speed setting does not affect transport speed. Maximum Greensmaster 3250-D transport speed is 8.8 mph (14.4 km/h), may be reduced by adjusting stop in footrest pan without affecting mow speeds. Reverse is 2.5 mph (4.0 km/h) maximum.
TURF COMPACTION	10 psi (.68 bar) average at recommended minimum tire pressures, with a 200 lb. operator, and cutting units down.
STEERING	Power steering. No-tool quick adjust steering arm position, with arm motion allowing a wide range of operator sizes. Steering cylinder has through shaft design for accurate straight line steering.
CONTROLS/GAUGES	Raise/lower-mow lever. Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hour meter and 4 bulb warning cluster. Hand operated choke, throttle. Mechanical engine speed control.
ELECTRICAL FEATURES	Maintenance-free 12-volt battery with 530 minimum cold cranking amps at 0° F (-17.7° C) and 95 minutes minimum reserve capacity at 85° F (29.4° C) 40 amp alternator, circuit fused at 40 amps. Ignition switch/key. Seat switch. High temperature engine kill override switch. Harness terminals, fuse slot, and console switch location available for optional lights installation.
SOUND LEVEL	84 dBA at operator ear under normal conditions.
OVERALL DIMENSIONS	**Width of Cut:** 59.0" (150 cm) **Wheel Tread:** 50.5" (128 cm) **Wheel Base:** 48.6" (123 cm) **Overall Length (w/baskets):** 93.9" (238 cm) **Overall Width:** 68.0" (173 cm) **Overall Height:** 77.5" (197 cm) **Net Weight (no fuel, no operator):** 1,216 lbs. (552 kg) **Reel Speed:** Approx.1950 rpm @ 2760 rpm (Adjustable)
TIRES	Three 19 x 10.5-8, 2 ply pneumatic tubeless demountable and interchangeable. Smooth tread (approx. 1290 rev/mile). 8-12 psi front; 8-15 psi rear.
LEAK DETECTION	Turf Guardian™ optional.
BACKLAPPING	Standard equipment.
BRAKES	6" (15.2 cm) drum type mechanical with rack and pawl lock for parking.
SEAT	Contour seat with high backrest. 7" (17.8 cm) fore/aft slider adjustment with two mounting positions, allowing 9" (22.8 cm) total seat travel. Operator manual tube mounted on the seat back for easy access.
ROPS	Roll over protection system standard.
CERTIFICATION	Certified to meet ANSI specification B71.4-2012 and European CE standards with appropriate kits installed.
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.

	8 BLADE DPA CUTTING UNITS, 04652 11-BLADE DPA CUTTING UNITS, 04654 14-BLADE CUTTING UNITS, 04656
TRACTOR	These cutting units will mount on any Toro riding Greensmaster (excluding Greensmaster TriFlex 33xx/34xx series).
HEIGHT OF CUT (HOC) RANGE	Cutting height is adjusted on front roller by two vertical screws and held by two locking cap screws. Bench HOC range is .062"-.297" (1.6-7.5 mm). With high HOC kit, range is .297-1.0" (7.5-25.4 mm). Effective HOC may vary depending on turf conditions and bedknife installed.
REEL WELDMENT	Reels are 5" (13 cm) in diameter, 21" (53.3 cm) in length. High carbon steel blades are welded to 5 stamped steel spiders, and heat treated to RC 48-54 hardness. The reel is ground for diameter and concentricity, and backgrind.
REEL BEARINGS	Two stainless steel ball bearings, 30 mm inside diameter slip fit onto reel shaft retained by internally splined threaded insert. Low drag seals/slingers for added protection with o-ring sealed motor and counterweight. Reel position maintained by a wave washer with no adjusting nut.
MAINTENANCE	No grease zerks, sealed bearing design eliminates daily maintenance.
REEL DRIVE	The reel weldment shaft is a 1.375" (35 mm) diameter tube with internally splined threaded insert.
FRAME	Precision machined, die-cast aluminum cross member with two bolt-on die-cast aluminum side plates.
AGGRESSIVENESS	Aggressiveness stays constant throughout the life of the reel. Patented design.
BEDKNIFE	Replaceable single edged EdgeMax™ Microcut Bedknife is standard.
BEDKNIFE ADJUSTMENT	Dual screw, indexed "click" adjustment to the reel; detents corresponding positively to .0007" (.018 mm) bedknife movement for each position.
FRONT & REAR ROLLERS	Front: Not included with cutting unit, purchased separately. Option between full, narrow-spaced and wide-spaced roller. Rear: Steel full, 2" (5.1 cm) diameter with sealed bearings and through-shaft.
GRASS SHIELD	Non-adjustable shield with adjustable cut-off bar to improve grass discharge from reel in wet conditions.
TOTAL WEIGHT	8-blade: 72 lbs. (32.7 kg) with aluminum Wiehle Roller. 11-blade: 75 lbs. (34 kg) with aluminum Narrow Wiehle Roller. 14-blade: 78 lbs. (35 kg) with aluminum Wiehle Roller.

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Greensmaster® 3250-D Accessories*

GREENSMASTER 3250-D ACCESSORIES

TRACTION UNIT ACCESSORIES	
04477	3-Wheel Drive Kit
04479	Thatching Reel (Set of 1)
04494	Greens Spiker Kit
04495	Greens Tri-Roller Kit
30707	Armrest Kit
99-4506	Traction Tires
104-7701	Hydraulic Oil Cooler Kit
04554	Light Kit
120-1951	Spark Arrestor
04497	Leak Detector
112-0279	Front Wheel Weight Kit
100-6442	2WD Weight Kit
99-1645	3WD Weight Kit
100-6430	Hose Adapter Kit
105-9766	Radiator Screen Kit
104-9400	Ground Follow Kit
115-4510	Bimini Folding Shade
115-4754	Wireless Hour Meter

ROLLER OPTIONS	
04626	Front Narrow Wiehle Roller (set of 3)
04627	Front Wide Wiehle Roller (set of 3)
04625	Front Full Roller (set of 3)
04628	Solid Steel Roller Kit (front Wiehle & rear steel rollers)
04629	Anti-Bobbing Roller
71-1550	Cast Iron Rear Wiehle Roller
107-3514	Steel Wide Wiehle Roller
121-4675	Extended Wiehle Roller
04258	Extended Narrow Wiehle Roller
04267	Narrow Wiehle Roller (for paspalum)
107-3510	Steel Narrow Wiehle Roller
120-9595	Steel Rear Roller (standard)
125-5180	DPA Rear Roller Extension Kit
120-9600	High Height of Cut Kit
04249	Split Full Front Roller
04250	Split Narrow Wiehle Roller

CUTTING UNIT & REEL OPTIONS	
04652	8-Blade Cutting Unit
04654	11-Blade Cutting Unit
04656	14-Blade Cutting Unit
119-4103	8-Blade Reel (Individual)
121-6651	8-Blade Reel, Heavy-Duty (Individual)
119-4104	11-Blade Reel (Individual)
127-2202	14-Blade Reel (Individual)

GROOMER OPTIONS	
04709	Groomer Drive (LH) (Set of 1)
04710	Groomer Drive (RH) (Set of 1)
04712	Groomer Reel, Spring Steel (Set of 1)
04713	Groomer Brush (Set of 1)
04274	Grooming Brush – Soft
04275	Grooming Brush – Stiff
112-9248	Groomer Pull Link Kit
04744	Grooming Reel - Thin Blade (Set of 1)

SCRAPER OPTIONS	
125-5303	Front Narrow Wiehle Roller Scraper
125-5304	Front Wide Wiehle Roller Scraper
125-5305	Front Full Roller Scraper
115-7377	Front Narrow Wiehle Roller Scraper Brush
115-7378	Front Wide Wiehle Roller Scraper Brush
115-7379	Front Full Roller Scraper Brush
115-7380	Front Narrow Wiehle Roller Scraper Comb
115-7381	Front Wide Wiehle Roller Scraper Comb
115-7382	Front Full Roller Scraper Comb
115-7383	Rear Roller Scraper
121-2260	Adjustable Rear Roller Scraper
04646	Spring Loaded Rear Roller Scraper (Set of 3)
107-9561	Anti-Bobbing Roller Scraper Kit
04726	Rotating Rear Roller Brush (LH) (Set of 1)
04724	Rotating Rear Roller Brush (RH) (Set of 1)

BEDKNIFE & BEDBAR OPTIONS	
93-4262	Microcut Bedknife
93-4263	Tournament Bedknife
93-4264	Low Cut Bedknife
94-6392	High Cut Bedknife
63-8600	Fairway Bedknife
108-4303	Extended Microcut Bedknife
108-4302	Extended Tournament Bedknife
115-1880	EdgeMax™ Microcut Bedknife (Standard)
115-1881	EdgeMax™ Tournament Bedknife
112-7475	EdgeMax™ Fairway Bedknife
106-2648-01	Bedbar (Standard)
99-3794-03	Aggressive Bedbar

THATCHING REEL ACCESSORIES	
117-6824	Thin dynaBLADE, (1.2mm Thickness) (Individual)
119-1128	Regular dynaBlade, (2mm Thickness) (Individual)
117-6839	Replacement Kit, 1.2mm dynaBlade (36 Blades)
117-6840	Replacement Kit, 2mm dynaBlade (36 Blades)
121-6675	Spring Steel Kit
121-6674	Blade, Spring Steel
121-9525	Thatching Reel Quick Change Kit

BIO-HYDRAULIC FLUID / HYDRAULIC FLUID / OIL	
119-2157	Bio-Hydraulic Fluid, 5 gal. (18.9 L)
119-2158	Bio-Hydraulic Fluid, 55 gal. (208.2 L)
108-1178	Premium Hydraulic Fluid, 5 gal. (18.9 L)
108-1177	Premium Hydraulic Fluid, 55 gal. (208.2 L)
121-6393	Premium Engine Oil SAE 10W30, 5 gal. (18.9 L)
121-6392	Premium Engine Oil SAE 10W30, 55 gal. (208.2 L)

TOOLS	
04399	Turf Evaluator
125-5610	Paper – Reel
125-5611	Shim – Reel
94-9010	Height of Cut Bar Assembly

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The Greensmaster 3250-D is manufactured in Tomah, WI ISO 9002 Certified Plant.

THINK LIVE SAFELY

Reelmaster® 3100-D

SMALL AREA REEL MOWER

FEATURES

- *Kubota® 21.5 hp (16 kW) diesel engine*
- *Exclusive Sidewinder® cutting system*
- *72" (183 cm) or 85" (216 cm) width of cut*
- *Series/Parallel™ 3WD*

A must for any course.

When you need a reel trim mower whose cutting quality and versatility is second to none, the Toro® Reelmaster® 3100-D is the clear choice. It's the only reel mower with Sidewinder® technology that slides the cutting units side-to-side, on the fly, to reach turf that other mowers can't. It's perfect for mowing around greens and bunkers where precision control is a must. Add the legendary Toro cutting units and triplex configuration, and the 3100-D is the best reel trim mower on the market.

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Reelmaster® 3100-D Specifications*

	REELMASTER 3100-D, MODEL 03170	REELMASTER 3100-D, MODEL 03171 w/SIDEWINDER
ENGINE	Kubota® liquid-cooled diesel, 3-cylinder, 21.5 hp (16 kW) net @ 2500 RPM. HIgh idle: 2,600 rpm, Low idle: 1,400 rpm (+/- 50 rpm). 68.5 cu. in. (1123 cm3) displacement. Pressurized lubrication system with 3.5 U.S. qt. (3.3 liter) capacity. Heavy-duty, radial seal air cleaner. Fuel/water separator with visible bowl.	
CONFIGURATION	Rear mounted engine, front operator position. Rear mounted radiator. Two post ROPS and seat belt standard.	
FUEL CAPACITY	7.5 gallons (28 liters). Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	
TRACTION DRIVE	Series/Parallel hydraulic traction circuit provides continuous 3-wheel drive, in mow and transport. Hydrostatic traction drive provides infinitely variable speed in forward and reverse. 6 gallon (23 liter) hydraulic system capacity.	
GROUND SPEED	Mow: 0-6 mph (0-10 km/h); Transport: 0-9 mph (0-14 km/h). Reverse: 0-4 mph. (0-6 km/h).	
CONTROLS	Forward and reverse traction control pedals, mow/transport lever, hand activated park brake, ignition key switch, tilt steering wheel lock, PTO switch, throttle, joystick control for cutting unit raise and lower (and for moving cutting units side-to-side on Sidewinder equipped models), cutting unit transport lock, reel speed and backlap control knob.	
GAUGES	Hour meter, fuel gauge, cluster gauge with glow plug and charge indicator lights, and low engine oil pressure and high coolant temperature warning lights (high temperature safety shut off).	
ELECTRICAL & INTERLOCKS	12-volt, 585 cold cranking amps at 0° F (-18° C), 40 amps with regulator/rectifier. Traction pedal, operator presence in seat, PTO engage or disengage, and cutting unit mow or transport safety interlock switches.	
TIRES	Front: 20 x 12-10, 4-ply Turf Tread. Rear: 20 x 10-10, 4-ply Turf Tread	
FRAME	Formed steel, welded steel and steel tubing.	
BRAKES	Hydrostatic service brake, hand-operated parking brake.	
STEERING	Power steering with tilt steering wheel.	
OVERALL DIMENSIONS	Track Width: 55" (140 cm) Wheel Base: 56" (142 cm) Overall Length: 93" (248 cm)	Overall Height: 71" (180 cm) with ROPS Transport Width: 80" (203 cm) in 72" (183 cm) woc 92" (234 cm) in 85" (216 cm) woc Approx. Weight with Cutting units: 1860 lbs. (844 kg)
CUTTING UNIT CONFIGURATION	Fixed position cutting units.	Operator controlled moveable cutting units travel ±12" (30 cm) left or right from center; total of 24" (61 cm) of infinite variability.
CUTTING UNIT OFFSET	3" (7.6 cm) in 72" (183 cm) width of cut 10" (25 cm) in 85" (216 cm) width of cut	Maximum 15" (38 cm) in 72" (183 cm) width of cut. Maximum 22" (56 cm) in 85" (216 cm) width of cut.
CERTIFICATION	This product complies with the American National Standards Institute (ANSI B71-4 – 2012) and European Community specifications (CE Certified). EN ISO 5395.	
WARRANTY	Two-year limited warranty, refer to operators manual for details.	

	27" CUTTING UNITS (03180, 03181, 03183) / 32" CUTTING UNITS (03182)
TYPE	Three hydraulically-driven, balanced, 7" (17.8 cm) diameter reels. Cutting units interchangeable to all three positions.
REEL BLADE OPTIONS	5, 8, and 11-blade reels available for 27" (68.6 cm) cutting unit. 8-blade reels available for 32" (81.3 cm) cutting unit.
HOC RANGE	Height of cut ranges .25" to 2" (.63 - 5.1 cm) standard in floating position, 1.5" to 2.5" (3.8 - 6.4 cm) in fixed position.
CUTTING WIDTH	72" (183 cm), or 85" (216 cm) width of cut dependent on cutting unit selection.
CLIP FREQUENCY/ BACKLAPPING	Manually controlled variable reel speed for adjustment of clip frequency. Standard on-board backlapping.
BEDKNIFE-TO-REEL ADJUSTMENT	Dual point adjustment (DPA) of bedknife to reel.
ROLLERS	Full roller standard on rear of cutting unit and plastic front Wiehle roller.

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The Reelmaster 3100-D is manufactured in Tomah, WI ISO 9002 Certified Plant.

THINK LIVE SAFELY

Reelmaster® 3100-D Accessories*

CUTTING UNIT OPTIONS	
03188	27" (69 cm) 5-Blade DPA Cutting Unit
03189	27" (69 cm) 8-Blade DPA Cutting Unit
03190	27" (69 cm) 11-Blade DPA Cutting Unit
03203	27" (69 cm) Verticutter Cutting Unit
03191	32" (81 cm) 8-Blade DPA Cutting Unit

27" (69 CM) DPA CUTTING UNIT ACCESSORIES	
03240	Universal Groomer
03241	27" (69 cm) Groomer Cartridge
03242	27" (69 cm) Universal RRB Kit
03243	Rear Roller Brush Kit
03244	End Weight Kit
132-7125	Broomer Kit
03185	Grass Basket Kit
114-9368	Rear Roller Scraper Kit
114-9372-03	Wiehle Roller Scraper
114-9376	Comb/Scraper Kit
119-0630	Shoulder Roller Asm
114-9381-03	Shoulder Roller Scraper
114-9383	Full Front Roller
114-9386-03	Full Front Roller Scraper
119-4286	Short Rear Roller Asm
115-0838	High HOC Brush
119-0646-03	Fixed Plate (2 per cutting unit)
119-0649	Trim/HD Collar Kit (6 per roller)
119-0635	RM3100 Tipper Roller Kit
98-1852	Gauge Bar

TRACTION UNIT ACCESSORIES	
30358	Bimini Canvas Sunshade
115-4754	myTurf® Wireless Hour Meter Assembly
03614	Golf Ball Guard

32" (81 CM) DPA CUTTING UNIT ACCESSORIES	
03246	Rear Roller Brush Kit
03244	End Weight Kit
127-2104	5-Blade Service Reel
114-9369	Rear Roller Scraper Kit
114-9373-03	Wiehle Roller Scraper
114-9377	Comb/Scraper Kit
115-0849	High HOC Brush
114-9384	Full Front Roller
114-9387-03	Full Front Roller Scraper
119-0640	Shoulder Roller Asm
114-9382-03	Shoulder Roller Scraper
119-4288	Short Rear Roller Asm
119-0646-03	Fixed Plate (2 per cutting unit)
119-0649	Trim/HD Collar Kit (6 per roller)
119-0635	RM3100 Tipper Roller Kit
98-1852	Gauge Bar

BEDKNIFE OPTIONS	
114-9388	Standard (27") - Production
114-9389	Standard (32") - Production
112-8910	EdgeMax™ (27")
112-8956	EdgeMax™ (32")
114-9390	Heavy-Duty (27")
114-9391	Heavy-Duty (32")
120-1641	Extended Low-Cut (27")
120-1642	Extended Low-Cut (32")

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Reelmaster® 5410/5510/5610

FAIRWAY MOWERS

FEATURES

- *Powerful Tier 4 compliant engines – featuring Yanmar® 3-cylinder, liquid-cooled, diesel engines.*
- *Proven Reliability & Performance – time tested platform delivers exceptional durability, high performance and versatility.*
- *Enhanced climbing and hillside stability - CrossTrax™ all-wheel drive system is based on the Toro patented Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction.*
- *Precise Monitoring & Control – an onboard InfoCenter allows viewing and changing of settings. It also provides essential information about service intervals, diagnostics and faults. Toro's Mow Speed Limiter is a simple mechanical design which produces consistent results regardless of the operator.*
- *Unparalleled Operator Comfort – with a tilt steering wheel and easy-access steps for every size operator, to a deluxe suspension seat, and a well thought out design that moved the radiator to the rear of the engine compartment to move heat rejection and noise away from operator, these fairway mowers are designed for a comfortable, all-day operation.*
- *Outstanding Quality of Cut - Dual Precision Adjustment (DPA) cutting units – featuring Toro's all new EdgeSeries™ reels combine to deliver a consistent, high quality cut and superior after cut appearance, while reducing maintenance with improved reel edge retention.*

Leading by reputation.

Performance, productivity and quality are just words if a piece of equipment has not earned them through actual customer usage. After 10 years of satisfying customers, the Reelmaster 5410, 5510 and 5610 have earned a reputation for delivering exceptional performance, maximum productivity and high quality. And we haven't stood still over the years. Toro spends a lot of time listening closely to our customers to better understand their evolving requirements. Based on customer input, Toro engineers continually work to refine and improve each fairway mower to meet those needs. Everything from operator comfort and efficiency, to tractor performance, to cutting unit after-cut-appearance improvements, and even ease of maintenance is reviewed in our relentless effort to maximize productivity and efficiency.

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Reelmaster® 5410 / 5410-D Specifications*

	REELMASTER 5410 DIESEL, MODEL 03675	REELMASTER 5410-D TIER 4 DIESEL, MODEL 03606
ENGINE	Kubota® 4-cylinder, liquid cooled, diesel engine. 35.5 hp (26.5 kW) @ 3000 rpm.	Yanmar® 3-cylinder, liquid cooled, diesel engine. 36.8 hp (27.5 kW), 74.4 ft. lbs. (105 Nm) torque, 1.64 liter displacement.
LUBRICATION	Pressurized lubrication system with 5.0 quart (4.7 liter) capacity.	
FUEL FILTER	Replaceable spin-on fuel filter/water separator.	
AIR CLEANER	Heavy-duty three-stage, radial seal air cleaner with restriction indicator.	
COOLING	Rear mounted radiator with industrial tube and fin construction, 6.5 fins per inch, 7.0 quart (6.6 liter) capacity.	Plate and bar radiator/oil cooler combination, 6.3 fins per inch, 10 quart (9.5 liter) capacity.
FUEL TANK CAPACITY	13.5 gallon (51.1 liter) capacity. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	14 gallon (53 liter) capacity.
HYDRAULIC OIL CAPACITY	9.0 gallon (34.1 liter) capacity.	15 gallon (56.8 liter) capacity.
TRACTION DRIVE	Front drive wheels powered by a hydrostatic pump with individual wheel motors. All-wheel drive optional with CrossTrax® All-Wheel Drive system, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors	
GROUND SPEED	0-10 mph (0-16 km/hr) forward transport; 0-8 mph (0-12.8 km/hr) mow; 0-4 mph (0-6.4 km/h) reverse.	
TIRES	Front traction tires: 26.5 x 14-12 turf tires Rear steer tires: 20 x 12-10	
MAIN FRAME	High strength steel frame with welded construction.	
BRAKES	Individual left and right drum-type front wheel brakes. Brakes may be actuated for service braking via left foot pedal. Integrated foot pedal lock provides parking brake. Dynamic braking through hydrostatic traction drive system.	
STEERING	Rear wheel, power steering with an independent hydraulic pump and circuit.	
GAUGES	InfoCenter™ onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics, indicates fuel level, coolant temp., low oil pressure, alternator, engine hours, engine rpm, voltage, reel speed, backlap speed, glow indicator (diesel), lift/lower indicator.	
CONTROLS	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, isochronous engine speed control, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.
ELECTRICAL & INTERLOCKS	Heavy-duty 12-volt battery, 570 CCA, 40 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	Heavy-duty 12-volt battery, 570 CCA, 55 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.
REEL DRIVE	Reel drive circuit is split independently for front and rear cutting units. Hydraulic functions controlled by an integrated hydraulic control block. Reel speeds are electronically adjustable in nine incremental settings. Standard on-board backlapping.	
CUTTING UNIT LIFT/LOWER	Front and rear cutting unit lift/lower is sequenced for uniform starting and ending points.	
SEAT	Deluxe high back suspension seat with fore, aft, height and weight adjustment.	
ROPS	Standard with seat belt	
HEIGHT	63" (160 cm) seat top, 85" (217.2 cm) top of ROPS.	
LENGTH (2WD)	111" (281.9 cm)	
WHEEL BASE	60" (152.4 cm)	
OPERATIONAL WIDTH	113.5" (288.3 cm)	
TRANSPORT WIDTH	92" (233.7 cm)	
WEIGHT	2,505 lbs. (1,136 kg) (2WD), 2,615 lbs. (1,186 kg) (4WD)	2,943 lbs. (1,335 kg) (2WD), 3,053 lbs. (1,385 kg) (4WD)
CERTIFICATION	Complies with ANSI B71.4-2004 and CE requirements. Certain machine configurations require rear weight kits for standards compliance, see Operator's Manual for details.	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.	

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The Reelmaster 5410 is manufactured in Tomah, WI ISO 9002 Certified Plant.

Reelmaster® 5410 / 5410-D Accessories*

	8-BLADE CUTTING UNIT, MODEL 03621 11-BLADE CUTTING UNIT, MODEL 03623
TYPE	5-plex, hydraulically driven, balanced cutting units with adjustable rear weight transfer spring. Cutting units feature quick disconnect for removal/installation and are interchangeable to all positions. Cutting units also feature rear throw capability.
SIZE	22" (56 cm) wide, 5" (12.7 cm) diameter, 8 & 11" blade cutting units.
WIDTH OF CUT	100" (254 cm)
HOC RANGE	0.25" - 1.0" (6.4-25.4 mm) standard. Up to 1.5" (38.1 mm) with high height of cut kit.
REEL SPEED	Manually controlled, variable reel speed for control of clip frequency. Reel speeds are incrementally adjustable between 200-2,000 rpm with a backlap speed of 200 rpm.
BEDKNIFE ADJUSTMENT	Dual Precision Adjustment (DPA), bedknife to reel.
ROLLERS	3" (7.6 cm) diameter, deep groove plastic Wiehle front roller. 2.5" (6.4 cm) diameter shortened steel rear roller. Other roller configurations optional.

	UNIVERSAL GROOMER, MODEL 03763
TYPE	Forward, Reverse & Neutral. Rotating blades with optional Broomer™ brush strips that are woven within the blade helix for full width turf contact.
GROOMING WIDTH	20.5" (52.1 cm)
GROOMING RANGE	0-0.25" (0-6.4 mm) below height of cut when engaged, 0.5" (0-12.7 mm) above Groomer height of cut when disengaged.
BLADES	2.5" (6.4 cm) diameter, 0.042" (1 mm) thick heat treated spring steel blades with 0.5" (12.7 mm) spacing.

	POWERED REAR ROLLER BRUSH, MODEL 03668
TYPE	Rotating, helically woven, stiff bristled brush. Spring loaded belt drive.
CONTACT POINTS	Tightly woven 11-point contact.
SPIN RATE	Rapid 2000 rpm spin rate.

CUTTING UNITS	
03621	5" (12.7 cm) 8-blade DPA cutting unit
03623	5" (12.7 cm) 11-blade DPA cutting unit
03618	5" (12.7 cm) verticutter cutting unit

TRACTION UNIT ACCESSORIES	
03655	CrossTrax® All-Wheel Drive Kit
03667	Air-ride Seat Suspension
03614	Golf Ball Guard
30349	Universal Sunshade - White
30552	Universal Sunshade - Red

5" (12.7 cm) CUTTING UNIT ACCESSORIES	
03763	Universal Groomer
03765	22" (56 cm) Groomer Cartridge
03767	Grooming Brush Cartridge
03417	Universal Only Weight Kit
03658	Powered rear roller brush for groomers
03413	Weight for cutting units with attatchments
03406	Powered rear roller brush only
03411	End Weight Kit
03415	Flex Grass Basket
131-6845	Flex Groomer Rod Kit

BEDKNIFE OPTIONS	
108-9095	EdgeMax™
108-9096	Standard
127-7132	EdgeMax Low Cut
110-4084	Low Cut
119-4280	EdgeMax Extended Low Cut
120-1640	Extended Low Cut
110-4074	Heavy Duty

SCRAPER OPTIONS	
107-3280	Rear Roller Scraper
107-2993-03	Wiehle Roller Scraper
110-1735	Comb Scraper Kit

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The Reelmaster 5510 & 5610 are manufactured in Tomah, WI ISO 9002 Certified Plant.

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Reelmaster® 5510 / 5510-D Specifications*

	REELMASTER 5510, MODEL 03676	REELMASTER 5510-D (A), TIER 4 DIESEL, MODEL 03607
ENGINE	Kubota® 4-cylinder, liquid cooled, diesel engine. 35.5 hp (26.5 kW) @ 3000 rpm.	Yanmar® 3-cylinder, liquid cooled, diesel engine. 36.8 hp (27.5 kW), 74.4 ft. lbs. (105 Nm) torque, 1.64 liter displacement. Tier 4 Final Compliant.
LUBRICATION	Pressurized lubrication system with 5.0 quart (4.7 liter) capacity.	
FUEL FILTER	Replaceable spin-on fuel filter/water separator.	
AIR CLEANER	Heavy-duty three-stage, radial seal air cleaner with restriction indicator.	
COOLING	Rear mounted radiator with industrial tube and fin construction, 6.5 fins per inch, 7.0 quart (6.6 liter) capacity.	Plate and bar radiator/oil cooler combination, 6.3 fins per inch, 10 quart (9.5 liter) capacity.
FUEL TANK CAPACITY	13.5 gallon (51.1 liter) capacity. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	14 gallon (53 liter) capacity.
HYDRAULIC OIL CAPACITY	9.0 gallon (34.1 liter) capacity.	15 gallon (56.8 liter) capacity.
TRACTION DRIVE	Front drive wheels powered by a hydrostatic pump with individual wheel motors. All-wheel drive optional with CrossTrax® All-Wheel Drive system, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors	
GROUND SPEED	0-10 mph (0-16 km/hr) forward transport; 0-8 mph (0-12.8 km/hr) mow; 0-4 mph (0-6.4 km/h) reverse.	
TIRES	Front traction tires: 26.5 x 14-12 turf tires Rear steer tires: 20 x 12-10	
MAIN FRAME	High strength steel frame with welded construction.	
BRAKES	Individual left and right drum-type front wheel brakes. Brakes may be actuated for service braking via left foot pedal. Integrated foot pedal lock provides parking brake. Dynamic braking through hydrostatic traction drive system.	
STEERING	Rear wheel, power steering with an independent hydraulic pump and circuit.	
GAUGES	InfoCenter™ onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics, indicates fuel level, coolant temp., low oil pressure, alternator, engine hours, engine rpm, voltage, reel speed, backlap speed, glow indicator (diesel), lift/lower indicator.	
CONTROLS	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, isochronous engine speed control, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.
ELECTRICAL & INTERLOCKS	Heavy-duty 12-volt battery, 570 CCA, 40 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	Heavy-duty 12-volt battery, 570 CCA, 55 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.
REEL DRIVE	Reel drive circuit is split independently for front and rear cutting units. Hydraulic functions controlled by an integrated hydraulic control block. Reel speeds are electronically adjustable in nine incremental settings. Standard on-board backlapping.	
CUTTING UNIT LIFT/LOWER	Front and rear cutting unit lift/lower is sequenced for uniform starting and ending points.	
SEAT	Deluxe high back suspension seat with fore, aft, height and weight adjustment.	
ROPS	Standard with seat belt	
HEIGHT	63" (160 cm) seat top, 85.5" (217.2 cm) top of ROPS.	
LENGTH (2WD)	111" (281.9 cm)	
WHEEL BASE	60" (152.4 cm)	
OPERATIONAL WIDTH	116" (288.3 cm)	
TRANSPORT WIDTH	92" (233.7 cm)	
WEIGHT	2,693 lbs. (1,222 kg) (2WD), 2,803 lbs. (1,271 kg) (4WD)	3,131 lbs. (1,420 kg) (2WD), 3,241 lbs. (1,470 kg) (4WD)
CERTIFICATION	Complies with ANSI B71.4-2004 and CE requirements. Certain machine configurations require rear weight kits for standards compliance, see Operator's Manual for details.	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.	

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The Reelmaster 5510 is manufactured in Tomah, WI ISO 9002 Certified Plant.

Reelmaster® 5510 / 5510-D Accessories*

	8 AND 11-BLADE CUTTING UNITS, MODELS 03638, 03639 AND 03641
TYPE	5-plex, hydraulically driven, balanced cutting units with adjustable rear weight transfer spring. Cutting units feature quick disconnect for removal/installation and are interchangeable to all positions. Cutting units also feature rear throw capability.
SIZE	22" (56 cm) wide, 7" (17.8 cm) diameter, 8 and 11 blade cutting units.
WIDTH OF CUT	100" (254 cm)
HOC RANGE	0.25" - 1" (6.4-25.4 mm) standard. Up to 2" (50.8 mm) with high height of cut kit.
REEL SPEED	Manually controlled, variable reel speed for control of clip frequency. Reel speeds are incrementally adjustable between 200-1,650 rpm with a backlap speed of 200 rpm.
BEDKNIFE ADJUSTMENT	Dual Precision Adjustment (DPA), bedknife to reel.
ROLLERS	3" (7.6 cm) diameter, deep groove plastic Wiehle front roller. 3" (7.6 cm) diameter steel rear roller. Other roller configurations optional.

	UNIVERSAL GROOMER, MODEL 03763
TYPE	Forward, Reverse & Neutral. Rotating blades with optional Broomer™ brush strips that are woven within the blade helix for full width turf contact.
GROOMING WIDTH	20.5" (52.1 cm)
GROOMING RANGE	0-0.25" (0-6.4 mm) below height of cut when engaged, 0-0.25" (0-6.4 mm) above height of cut when disengaged.
BLADES	2.5" (6.4 cm) diameter, 0.042" (1 mm) thick heat treated spring steel blades with 0.5" (12.7 mm) spacing.

	POWERED REAR ROLLER BRUSH, MODEL 03408
TYPE	Rotating, helically woven, stiff bristled brush. Spring loaded belt drive.
CONTACT POINTS	Tightly woven 11 point contact.
SPIN RATE	Rapid 2000 rpm spin rate.

CUTTING UNITS	
03629	7" (17.8 cm) cutting unit finishing kit
03638	7" (17.8 cm) 8-blade, radial:
03639	7" (17.8 cm) 8-blade, forward-swept
03641	7" (17.8 cm) 11-blade, forward-swept
03619	7" (17.8 cm) verticutter cutting unit

TRACTION UNIT ACCESSORIES	
03655	CrossTrax® All-Wheel Drive Kit
03667	Air-ride Seat Suspension
03614	Golf Ball Guard
30349	Universal Sunshade - White
30552	Universal Sunshade - Red

7" (17.8 cm) CUTTING UNIT ACCESSORIES	
03768	Universal Groomer
03765	22" (56 cm) Groomer Cartridge
03767	Grooming Brush Cartridge
03418	Universal Only Weight Kit
03659	Powered rear roller brush for groomers
03419	Universal w/RRB Weight Kit
03408	Powered rear roller brush only
03405	Weight for cutting units without attatchments
03415	Flex Grass Basket
131-6845	Flex Groomer Rod Kit

BEDKNIFE OPTIONS	
108-9095	EdgeMax™
108-9096	Standard
127-7132	EdgeMax Low Cut
110-4084	Low Cut
119-4280	EdgeMax Extended Low Cut
120-1640	Extended Low Cut
110-4074	Heavy Duty

SCRAPER OPTIONS	
107-3280	Rear Roller Scraper
107-2993-03	Wiehle Roller Scraper
110-1735	Comb Scraper Kit

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Reelmaster® 5610 Specifications*

	REELMASTER 5610 4WD, MODEL 03678	REELMASTER 5610-D 4WD, MODEL 03679 4 TIER
ENGINE	Kubota® 4-cylinder, liquid cooled, diesel engine. 44.2 hp (33 kW) @ 3000 rpm.	Yanmar® 3-cylinder, liquid cooled, turbo-diesel engine. 43.5 hp (32.4 kW), 74.4 ft. lbs. (105 Nm) torque, 1.64 liter displacement. Tier 4 Final Compliant.
LUBRICATION	Pressurized lubrication system with 5.0 quart (4.7 liter) capacity.	
FUEL FILTER	Replaceable spin-on fuel filter/water separator.	
AIR CLEANER	Heavy duty three-stage, radial seal air cleaner with restriction indicator.	
COOLING	Rear mounted radiator with industrial tube and fin construction, 6.3 fins per inch, 10.0 quart (9.5 liter) capacity.	
FUEL TANK CAPACITY	13.5 gallon (51.1 liter) capacity. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	
HYDRAULIC OIL CAPACITY	9.0 gallon (34.1 liter) capacity.	
TRACTION DRIVE	Front drive wheels powered by a hydrostatic pump with individual wheel motors. All-wheel drive optional with CrossTrax® All-Wheel Drive system, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors.	CrossTrax® All-Wheel Drive system standard, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors.
GROUND SPEED	0-10 mph (0-16 km/hr) forward transport; 0-8 mph (0-12.8 km/hr) mow; 0-4 mph (0-6.4 km/h) reverse.	
TIRES	Front traction tires: 26.5 x 14-12 turf tires; Rear steer tires: 20 x 12-10.	
MAIN FRAME	High strength steel frame with welded construction.	
BRAKES	Individual left and right drum-type front wheel brakes. Brakes may be actuated for service braking via left foot pedal. Integrated foot pedal lock provides parking brake. Dynamic braking through hydrostatic traction drive system.	
STEERING	Rear wheel, power steering with an independent hydraulic pump and circuit.	
GAUGES	**InfoCenter™** onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics, indicates fuel level, coolant temp., low oil pressure, alternator, engine hours, engine rpm, voltage, reel speed, backlap speed, glow indicator (diesel), lift/lower indicator.	
CONTROLS	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	
ELECTRICAL & INTERLOCKS	Heavy duty 12-volt battery, 570 CCA, 40 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	
REEL DRIVE	Reel drive circuit is split independently for front and rear cutting units. Hydraulic functions controlled by an integrated hydraulic control block. Reel speeds are electronically adjustable in nine incremental settings. Standard on-board backlapping.	
CUTTING UNIT LIFT/LOWER	Front and rear cutting unit lift/lower is sequenced for uniform starting and ending points.	
SEAT	Deluxe high back suspension seat with fore, aft, height and weight adjustment.	
ROPS	Standard with seat belt	
HEIGHT	63" (160 cm) seat top, 85.5" (217.2 cm) top of ROPS.	
LENGTH (2WD)	111" (281.9 cm)	
WHEEL BASE	60" (152.4 cm)	
OPERATIONAL WIDTH	116" (288.3 cm)	
TRANSPORT WIDTH	92" (233.7 cm)	
WEIGHT	2,756 lbs. (1,276 kg) (2WD), 2,866 lbs. (1,326 kg) (4WD)	
CERTIFICATION	Complies with ANSI B71.4-2004 and CE requirements. Certain machine configurations require rear weight kits for standards compliance, see Operator's Manual for details.	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.	

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Reelmaster® 5610 Accessories*

	8 AND 11-BLADE CUTTING UNITS, MODELS 03638, 03639 AND 03641
TYPE	5-plex, hydraulically driven, balanced cutting units with adjustable rear weight transfer spring. Cutting units feature quick disconnect for removal/installation and are interchangeable to all positions. Cutting units also feature rear throw capability.
SIZE	22" (56 cm) wide, 7" (17.8 cm) diameter, 8 and 11 blade cutting units.
WIDTH OF CUT	100" (254 cm)
HOC RANGE	0.25" - 1" (6.4-25.4 mm) standard. Up to 2" (50.8 mm) with high height of cut kit.
REEL SPEED	Manually controlled, variable reel speed for control of clip frequency. Reel speeds are incrementally adjustable between 200-1,650 rpm with a backlap speed of 200 rpm.
BEDKNIFE ADJUSTMENT	Dual Precision Adjustment (DPA), bedknife to reel.
ROLLERS	3" (7.6 cm) diameter, deep groove plastic Wiehle front roller. 3" (7.6 cm) diameter steel rear roller. Other roller configurations optional.

	UNIVERSAL GROOMER, MODEL 03763
TYPE	Forward, Reverse & Neutral. Rotating blades with optional Broomer™ brush strips that are woven within the blade helix for full width turf contact.
GROOMING WIDTH	20.5" (52.1 cm)
GROOMING RANGE	0-0.25" (0-6.4 mm) below height of cut when engaged, 0-0.25" (0-6.4 mm) above height of cut when disengaged.
BLADES	2.5" (6.4 cm) diameter, 0.042" (1 mm) thick heat treated spring steel blades with 0.5" (12.7 mm) spacing.

	POWERED REAR ROLLER BRUSH, MODEL 03408
TYPE	Rotating, helically woven, stiff bristled brush. Spring loaded belt drive.
CONTACT POINTS	Tightly woven 11 point contact.
SPIN RATE	Rapid 2000 rpm spin rate.

CUTTING UNITS	
03629	7" (17.8 cm) cutting unit finishing kit
03638	7" (17.8 cm) 8-blade, radial:
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03619	7" (17.8 cm) verticutter cutting unit

TRACTION UNIT ACCESSORIES	
03655	CrossTrax® All-Wheel Drive Kit
03667	Air-ride Seat Suspension
03614	Golf Ball Guard
30349	Universal Sunshade - White
30552	Universal Sunshade - Red

7" (17.8 cm) CUTTING UNIT ACCESSORIES	
03768	Universal Groomer
03765	22" (56 cm) Groomer Cartridge
03767	Grooming Brush Cartridge
03418	Universal Only Weight Kit
03659	Powered rear roller brush for groomers
03419	Universal w/RRB Weight Kit
03408	Powered rear roller brush only
03405	Weight for cutting units without attatchments
03415	Flex Grass Basket
131-6845	Flex Groomer Rod Kit

BEDKNIFE OPTIONS	
108-9095	EdgeMax™
108-9096	Standard
127-7132	EdgeMax Low Cut
110-4084	Low Cut
119-4280	EdgeMax Extended Low Cut
120-1640	Extended Low Cut
110-4074	Heavy Duty

SCRAPER OPTIONS	
107-3280	Rear Roller Scraper
107-2993-03	Wiehle Roller Scraper
110-1735	Comb Scraper Kit

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TORO®

Sand Pro® 3040/5040

BUNKER RAKE

FEATURES

- *Quick Attach System to change implements in seconds without tools*
- *Over 25 implements available*
- *Hydraulic power steering (5040)*
- *Exclusive steerable front attachments (5040)*
- *16hp (3040), 18hp (5040) Kawasaki V-twin engine*
- *Responsive hydraulically-actuated front (5040) and rear attachments*

Maintaining bunkers and a whole lot more.

It's time to demand more from your bunker rake. With the exclusive Quick Attach System (QAS) offering tool-free, quick attachment change outs and over 25 valuable attachments, the Sand Pro 3040 and 5040 are versatile utility vehicles with as many uses outside the bunker as in it. The Sand Pro 5040's optional front QAS provides added flexibility and exclusive steerable front attachments for surgical precision. The Toro Sand Pro keeps bunkers in tournament condition every day.

toro.com/sandpro

Sand Pro® 5040

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Sand Pro® 3040 & 5040 Specifications*

	SAND PRO 3040, MODEL 08703	SAND PRO 5040, MODEL 08705
ENGINE	Vanguard®, V-twin cylinder, 4-cycle, OHV, air-cooled, gas engine with cast iron sleeves. 16 hp (11.9 kW) at 3600 rpm. Displacement: 29.3 cu. in. (480 cc). Oil capacity: 1.75 quart (1.8 liter). Electronic ignition. Full pressure lubrication, oil filter. Base mounted engine and pump with 4 isolation mounts.	Vanguard®, V-twin cylinder, 4-cycle, OHV, air-cooled, gas engine with cast iron sleeves. 18 hp (13.4 kW) at 3600 rpm. Displacement: 34.8 cu. in. (570 cc). Oil capacity: 1.75 quart (1.8 liter). Electronic ignition. Full pressure lubrication, oil filter. Base mounted engine and pump with 4 isolation mounts.
AIR CLEANER SYSTEM	Remote mounted 3-phase Donaldson® air cleaner.	
FUEL CAPACITY	5.0 gallon (18.9 liter) of unleaded gasoline.	
TRACTION DRIVE	Direct driven hydrostatic variable displacement piston pump to 3 hydraulic motors for 3WD. Large, front mounted hydraulic cooler and fan. Foot pedal control, forward/reverse. Patented Series/Parallel hydraulic traction system keeps three wheels working together, virtually eliminates spin-outs.	
GROUND SPEED	Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	
HYDRAULIC OIL	5.0 gallon (18.9 liter) system capacity. Nylon reservoir to reduce corrosion. 10 (nominal) micron replaceable cartridge.	
TIRES/WHEELS	Three 22 x 11.00-8 pneumatic tubeless tires on demountable, interchangeable wheels. Tire pressure: 4-6 psi (27.5 kPa).	
MAIN FRAME	Tricycle vehicle with welded rectangular tubular steel frame construction. Rear engine placement.	
BRAKES	Dynamic braking through the hydrostatic transmission and hand actuated brake lever.	
STEERING	Manual front wheel steering. 15" (38 cm) diameter steering wheel. Double lubed for life gearbox.	Hydraulic power steering. 15" (38 cm) diameter steering wheel.
CONTROLS/GAUGES	Hand operated choke, throttle, and hydraulic control for raising/lowering with float. Foot pedal controls traction forward/reverse speed. Rear hydraulic lift and lower controls.Gauges: hour meter.	Hand operated choke, throttle, and hydraulic control for raising/lowering with float. Foot pedal controls traction forward/reverse speed. Front and rear hydraulic lift and lower controls. Gauges: hour meter.
SEAT	High-back cushion seat w/drain hole. 4" front-back adjustment w/additional 1.75" mounting adjustment. (arm rests optional)	
ELECTRICAL FEATURES	12-volt battery, 15 amp., 300 CCA @ 0° F, 12-volt electric starter. Dash mounted ignition switch with key. Neutral interlock switch, seat switch. Also provisions for light kit.	12-volt battery, 15 amp., 300 CCA @ 0° F, 12-volt electric starter. Fender mounted ignition switch with key. Neutral interlock switch, seat switch, also provisions for light kit.
POWER	97 dB(A) under normal operating conditions.	
DIMENSIONS	**Width:** 58" (147 cm), **Length:** 67.5" (171.5 cm), **Height:** 45.25" (114.9 cm), **Wheelbase:** 42.75" (108 cm)	
GROUND CLEARANCE	6.0" (15.2 cm)	
WEIGHT	Net weight (less fluids): 930 lbs. (421.8 kg).	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details. Briggs & Stratton® provides a two-year commercial engine warranty and a lifetime Magnetron® warranty.	

	FRONT ATTACHMENTS
FRONT LIFT FRAME ASSEMBLY	Front Quick Attach System™ mounting assembly and hydraulic components. Used on Sand Pro 5040 only. Model 08713.
HYDRAULIC FLEX BLADE	Hydraulic QAS flex blade is designed for leveling, packing, and smoothing uneven areas in one pass. Model 08712. Available for SP5040 only (requires Front Lift Frame Assembly – 08712)
MANUAL BLADE	Standard 40" (102 cm) width steel blade. Spring balanced manual blade is used for leveling uneven areas and pushing up bunkers after washouts (cannot be used when 08712 is installed). Model 08714. Blade extension available to increase blade width to 60" (152 cm) for leveling out larger uneven areas. PN 115-5646.

	FRONT & REAR QAS ATTACHMENTS
BUNKER PUMP	Throws water up to 40' (12 m) and can pump 95 gal/min (360 l/min). Adjustable throw direction and angle. Requires Rear Remote Hydraulics (08781) for rear QAS mount. Requires Front Lift Frame Assembly (08712), Rear Remote Hydraulics (08781) and Front Remote Hydraulics for front QAS mount (on SP5040 only) Model 08765.
BUNKER PUMP REMOTE DISCHARGE KIT	An available 50' (15 m) discharge hose allows the QAS Bunker Pump to be removed and dropped into hard to reach areas. PN 115-2084.
LIP BROOM	Eliminates the task of manually maintaining infield lips. Removes ridge buildup by sweeping material back into the infield. Mounts to front QAS (SP5040) and rear QAS (SP3040 & 5040). Requires Front Lift Frame Assembly– 08712 for front attachment (on SP5040 only) **Lip Broom available from Rahn Industries at www.rahngroomer.com or 1-800-298-1707.**
TURF PLOW	The 64" Turf Plow is a great tool for removing aeration cores from greens, clearing snow from walkways, cart paths and even sports fields. It is lightweight and features a rounded lower lip that is gentle on turf. The Turf Plow fits both Sand Pro 3040 and 5040. **Turf Plow is available from Nordic Plow at nordicplow.com**

	MID-MOUNT ATTACHMENTS
MID-MOUNT ASSEMBLY	Base mounting assembly for mid-mount toolbars with spring-loaded regulation to allow relief if obstruction is hit. Model 08731.
WEEDER TINE TOOLBAR	Ideal for removing weeds and grass from less maintained bunkers and fields (requires Mid-Mount Assembly – 08731). Model 08732.
LEVELING BLADE	Attaches to any mid-mount toolbar to quickly level out large areas. Foot operated latch allows operator to lower leveling blade independently from the other mid-mount toolbar. PN 108-8496.
SOLID TINE TOOLBAR	Used for general scarifying applications. Rotate teeth to maximize tine life (requires Mid-Mount Assembly – 08731). Model 08734.
CARBIDE TINE TOOLBAR	Use in the harshest conditions and for extended life –15 carbide tines included (requires Mid-Mount Assembly – 08731). Model 08735.
SPRING TINE TOOLBAR	Use for light to moderate scarifying and daily maintenance in bunkers and on premium fields (requires Mid-Mount Assembly – 08731). Model 08733.
EDGER	Maintains the grass edge of the outfield near the infield skin or warning track. Easily renovate ballfields by removing overgrown turf and infield lip build-up. Significantly reduces labor required for infield edging (requires Rear Remote Hydraulics – 08781). Model 08766.

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Sand Pro® 3040 & 5040 Accessories*

	REAR QAS ATTACHMENTS
TOOTH RAKE	Designed to lightly scarify, pack, smooth and groom in one pass. Use in dry or wet conditions and can improve the condition of neglected sports fields. Model 08751.
WEIGHT KIT FOR TOOTH RAKE	Additional weight for the Tooth Rake attachment to improve performance in coarse or wet conditions. Set of 5 weights. PN 115-4333.
TOOTH RAKE BROOM	75" (190 cm) Brush – Attaches behind the Tooth Rake (08751) for a smoother finish. Model 08816.
PIVOTING TROWELS KIT	This kit allows independent outside trowels to pivot and rake across the entire turn which eliminates unraked teardrop – Attaches to Tooth Rake (08751). PN 119-7158.
SPRING RAKE	Leaf rake assembly designed to be used alone or in combination with the tooth rake (08751) to achieve desired appearance. Great for wet conditions and collecting debris in groomed areas (if used independently, requires QAS A-Frame Assembly, 108-9427). Model 08752.
DRAG MAT CARRIER SYSTEM	QAS-mounted carrier frame with hydraulic lifter allows operator to raise and lower drag mats without ever leaving the operator seat. 72" (183 cm) width. Model 08756.
COCO DRAG MAT	Quickly produces a premium finish on dry, level surfaces (requires Drag Mat Carrier System - 08756). Model 08758.
STEEL DRAG MAT	Designed to for more rugged surfaces to quickly groom and finish. Use on wet or dry sand surfaces (requires Drag Mat Carrier System - 08756). Model 08757.
NAIL DRAG	Pivots to follow the contours of uneven field surface. Use to scarify, loosen, or weed before smoothing. Easily adjust nail pattern and depth. Accepts up to a 40D common nail. Model 08761.
SEGMENTED GROOMING BROOM	Designed to minimize top surface disruption, to maximize firmness, and provide a smooth finished look in contoured bunkers. Model 08753.
REPLACEMENT SEGMENTED GROOMING BROOM	Replacement grooming broom with stiffer bristles. PN 110-8182.
WEIGHT KIT FOR SEGMENTED GROOMING BROOM	Additional weight for Segmented Grooming Broom to improve performance in coarse or wet conditions. Set of 4 weights. PN 112-0025.
GROOMING BRUSH	Designed to groom and level synthetic turf fields. Designed to brush in topdressing and stand-up turf on greens and tees – (requires Synthetic Turf Brush Kit, PN 119-7107 or Greens Brush Kit, PN 119-7108). Model 08794.
SYNTHETIC TURF BRUSH	For use with Turf Groomer, 08794. PN 119-7107.
GREENS BRUSH	For use with Turf Groomer, 08794. PN 119-7108.
SPRING TINE KIT	Use to help stand-up and decompact synthetic turf. For use with Turf Groomer, 08794. PN 119-7109.
MAGNET ATTACHMENT	Use to collect ferrous debris on synthetic field. For use with Turf Groomer, 08794. PN 119-2827.
SYNTHETIC TURF CONDITIONER	Stainless spring steel brushes loosen infill from compacted synthetic turf fields. Use to scarify, loosen, or weed infields. Use to groom beaches and rocky trails. Model 08790.
QAS FINISH GRADER	Use to level and/or scarify large areas. Includes box plow and scarifier with spring load regulation to allow relief if obstruction is hit. Model 08754.
RAHN GROOMER	The Rahn GL650 Infield Groomer levels uneven playing fields, helping to prevent ridge build up while creating a safer, more consistent infield. The triple row broom is perfect for finishing the playing surface and can be stored upright for easy transport. The 2-way leveling system provides both a lock and float position to match infield conditions **Rahn Groomer available from Rahn Industries at www.rahngroomer.com or 800-298-1707.**
QAS SPIKER	Use for spiking greens and other formal turf to increase air flow for healthier turf. Model 08755.
QAS DEBRIS BLOWER	High powered blower designed to quickly clear debris from groomed and unwanted areas. Hydraulically-powered, 2000 rpm fan speed – 2700 cfm @ 81 mph (2700 cfm @ 130 kph). Requires Rear Remote Hydraulics - 08781. Model 08759.
BASIC DRAG MAT SYSTEM	Basic Drag Mat System, Model 112-1424 (requires 108-9427 & 110-1375)

	ACCESSORIES
QAS A-FRAME ASSEMBLY	Can attach Spring Rake 08752 to be used independently. PN 108-9427.
400-HOUR FILTER MAINTENANCE KIT	Includes 9 engine oil filters, 2 hydraulic oil filters and 2 air filters. Model 30035.
REAR REMOTE HYDRAULICS	Quick-connect design allows rear-powered attachments to be connected in under a minute. Model 08781.
FRONT REMOTE HYDRAULICS	Quick-connect design allows front-powered attachments to be connected in under a minute. Model 08782.
VARIABLE ORIFICE KIT	Slows hydraulic lift and lower for increased precision and accuracy when using hydraulically-powered attachments. PN 112-1433.
LIGHT KIT	Front and rear flood lights improve operator visibility during low natural light operation. PN 110-1314.
SPEED CONTROL KIT	Adjustable speed check trains operators to groom at the desired speed while allowing the traction unit to operate in transport speed between tasks without any adjustments or levers. PN 110-1371.
HITCH/TOW BAR	Converts the traction unit to a utility vehicle to transport materials or trailers. Attaches to QAS A-Frame or 108-9427 for quick removal. PN 110-1375.
FRONT WEIGHT KIT	50 lb (22.7kg) – allows the Spiker or Rahn® Groomer attachments without the Front Lift Frame Assembly attached to meet ANSI compliance. PN 100-6442.

	OPTIONAL TIRES
SMOOTH TIRE	Includes individual tire, wheel and stem valve assembly. Typically used on greens. PN 112-0034.
TURF TIRE	Turf tread tire. PN 94-6126.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

The Sand Pro 3040 & 5040 are manufactured in Tomah, WI ISO 9002 Certified Plant.

THINK LIVE SAFELY

Workman® HDX Auto

HEAVY-DUTY UTILITY VEHICLE

FEATURES

- *Toro SpeedContr'l delivers precise ground speed during spraying and top dressing applications*

- *Two-speed transmission with high and low range*
- *Total vehicle payload of 3,295 lbs (1498 kg)**
- *Towing capacity 3,500 lbs (1591 kg)*
- *Kohler® 28hp liquid-cooled EFI gasoline engine*
- *Two-wheel and four-wheel drive options*

You asked for it, Toro delivered.

No manual clutch, no shifting, and no sacrifices. The same reliability, quality, and product features you have come to expect from Toro heavy-duty utility vehicles just got better. Toro's all new Workman HDX Auto. The days of slipping tires as you let out the clutch are gone. The days of training new operators on how to drive a manual transmission are gone.

Powered by a 28hp Kohler® liquid-cooled EFI engine that is optimally timed with the transmission to deliver peak torque from 0-20 mph. No lack of power with this machine, climb the most difficult terrain with a load of sand and you will forget the bed is full.

Toro's proprietary SpeedContr'l™ insures precise ground speed to engine speed critical for accurate application rates with bed mounted top dressers and sprayers. Simply select the correct position on the SpeedContr'l and you are set. Put your foot to the floor and maintain consistent speed over undulating fairways and hills. Let the transmission and the engine do the work so the operator can focus on getting the job done.

toro.com/hd

Call your Toro distributor at 800-803-8676

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*With standard suspension configuration including installed bed.

Workman® HDX Auto Specifications*

	WORKMAN HDX AUTO, MODEL 07390 / 07390TC
ENGINE	28 hp (14.9 kW) Kohler® LH775 Twin-cylinder, liquid-cooled electronic fuel injection
DISPLACEMENT	747cc
FUEL	Gasoline
COOLING	Liquid
TRANSMISSION	Variable speed transmission with forward high-low range and reverse featuring Toro SpeedContr'l™
MAXIMUM SPEED	Forward low range 11 mph (17.7 km/h), Forward high range 20 mph (32.2 km/h), Reverse 13 mph (20.9 km/h)
4WD MODEL	Fully automatic on-demand, bi-directional system. Uses dual bi-directional clutches. In event of rear tire slippage, clutches transmit power proportionally to front wheel with highest traction.
BASE MACHINE WEIGHT (INCLUDES BED)	HDX Auto 2WD: 1,905 lbs (866 kg) HDX Auto 4WD: 1,935 lbs (880 kg)
TOTAL PAYLOAD CAPACITY (INCLUDING TWO, 200LB PASSENGERS)	HDX Auto 2WD: 3,295 lbs (1498 kg) HDX Auto 4WD: 3,265 lbs (1484 kg)
CARGO BED CAPACITY (ASSUMES TWO, 200LB PASSENGERS)	HDX Auto 2WD: 2,895 lbs (1316 kg) HDX Auto 4WD: 2,865 lbs (1303 kg)
LENGTH	127.6" (324 cm) without bed; 130" (330 cm) with bed
WIDTH	64.7" (164.3 cm)
HEIGHT	75.8" (192.5 cm) to top of ROPS
CLEARANCE CIRCLE	2WD Inside = 32" (81 cm); Outside = 194" (493 cm) 4WD Inside = 100" (254 cm); Outside = 300" (726 cm)
GROUND CLEARANCE	7" (18 cm) with no load
DIFFERENTIAL LOCK	Electronic switch to engage rear differential lock
FRONT SUSPENSION	Independent suspension with dual A-frame control arms, dual coil springs and dual shock absorbers with anti-sway bar. Provides 5.75" (14.6 cm) travel.
REAR SUSPENSION	DeDion rear axle (weight carrying axle) suspension independent of transaxle with dual leaf springs and dual shock absorbers. Provides 3" (7.6 cm) travel.
BRAKES	4-wheel hydraulic disc brake system
CERTIFICATIONS	Certified to meet SAE J2258. Certified to meet ISO/DIS 21299 for ROPS. Engine meets all applicable emission standards per the manufacturer. Certified to meet the CE Machinery Directive.
WARRANTY	Two-year limited warranty. See Operator's Manual for further details.
TOW HITCH	600 lbs (272 kg) tongue weight 3,500 lbs (1587 kg) trailer weight Trailers over 1,500 lbs (680 kg) require trailer brakes

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

The Workman HD utility vehicle is manufactured in Tomah, WI ISO 9002 Certified Plant.

THINK LIVE SAFELY

TAB 5 - Other Forms. The following forms should be completed and signed:

1. Attachment B: Required Response Form
   a. Vendor Information form
   b. Exceptions & Confidential Information form

   See attachment 'Exceptions Taken'.

   c. General Questionnaire form
   d. Lawful Presence Affidavit
   e. Respondent Certification form (Offer and Acceptance)

   See Attachment B.

2. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

   W-9 attached.

3. The successful Respondent will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. The Agreement shall be signed no later than issuance of the City of Mesa's Notice of Intent to Award letter. Respondent should complete all reviews of the document prior to submitting a response. Respondent's response should include any proposed exceptions to the National IPA Administration Agreement.

   Included in Exceptions Document attached.

mesa·az

REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: The Toro Company

Doing Business As (if different than above): Toro

Address: 8111 Lyndale Ave South

City: Bloomington State: MN Zip: 55420

Phone: 952-887-7936 Fax:

E-Mail Address: peter.whitacre@toro.com Website: www.toro.com

DUNS # 006477400 State Where Business Entity Was Formed: Delaware

Remit to Address (if different than above):

Address: varies by dealer

City:

State: Zip:

Order from Address (if different from above):

Address: varies by dealer

City:

State: Zip:

Contact for Questions about this bid:

Name: Peter Whitacre Title: Regional Business Manager

Phone: 952-887-7936 E-Mail Address: peter.whitacre@toro.com

Day-to-Day Project Contact (if awarded):

Name: Jon Stodola Title: Government Sales Manager

Phone: 952-887-7937 E-Mail Address: jon.stodola@toro,com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☐ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number:
City Sales Tax Number: City of: AZ
Applicable Tax Rate: %

☒ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: 07-635557-U
City Sales Tax Number: 16-00000563 City of: Goodyear AZ
Applicable Tax Rate: variable based on purchase amount. Line items $5,000 or less taxed at 8.8%. Line items $5001 and greater taxed at 7.5%%

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐ No exceptions

☒ Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

see attachment 'Exception Taken'

Confidential/Proprietary Information (mark one).

☐ No confidential/proprietary materials have been included with this Response.

☒ Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

All pricing submitted with this RFP

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No

2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
   If no, specify number of days for delivery _____

3. Payment terms. Payment Due (Not less than net 30 days): 30
   Payment Discount of 0% if invoices are paid within _____ days of receipt.

4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
   ☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)
   Discount for Procurement Card Purchases? There is no discount for using Procurement Cards but there may be a convenience fee charged by the dealer%

5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
   ☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____

☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____

☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____

☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____

☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____

☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____

☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____

☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____

☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____

☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____

☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____

☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____

☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

_____
Signature

Brad Hamilton
Print Name

December 9, 2016
Date

The Toro Company
Business/Company Name

Verification of Attachment by City Staff:

_____
Signature Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

a) The information provided in Respondent's Response it true and accurate to the best of Respondent's knowledge.
b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
    i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
    ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
    iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: The Toro Company

Signature: _____

Printed Name: Brad Hamilton

Title: Vice President

Date: December 9, 2016

Attachment: Exceptions Taken

Scope of Work; 3 General Requirements

C. WARRANTY: Offeror shall warrant that all equipment and parts labeled as new and furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, ~~fitness for the intended uses,~~ and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

D. MAINTENANCE FACILITIES: The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor, or its dealers and/or distributors, is/are required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.

E. VENDOR PARTS AND SERVICE: The Contractor or it's dealers and/or distributors will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall encourage it's or it's dealers and/or distributors ~~be capable of providing~~ to use their best efforts to provide parts within twenty-four (24) hours and ~~shall be capable of being~~ use their best efforts to be on site to respond to service requests within twenty-four (24) hours.

Scope of Work; 4 Product Requirements

C. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. Contractor should use reasonable efforts to deliver ~~All~~ replacement products ~~must be received by~~ to the City within seven (7) days of initial notification.

Draft Document; Terms and Conditions; Exhibit 1

1.3 Delivery. City acknowledges that ~~D~~delivery will be made by contractor's dealers and/or distributors , which are independent businesses. Contractor will use reasonable efforts to encourage dealers and/or distributors to make delivery ~~shall be made~~ to the location(s) contained in the Scope of Work within 30 days after receipt of an order.

2. Scope of Work. Except as otherwise specified in this Agreement, ~~T~~the Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

5.2 Prices. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service

including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement. The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

Notwithstanding any of the other provisions in this Agreement, City acknowledges that products and services subject to this agreement, are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for it's dealers and/or distributors. Contractor agrees to make the terms of this agreement known to applicable dealers and/or distributors and to use reasonable efforts to incent to provide goods and services to City subject to the terms of this agreement.

7. **Requirements Contract**. ~~Contractor acknowledges and agrees the Agreement is a requirements contract;~~ Tthe Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase~~ orders or a notice to proceed within a reasonable period of time of issuance~~ prior to the time any product within the purchase order has been shipped; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled~~, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor.~~ The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

Exhibit 1 Draft Contract
Exhibit C Mesa Standard Terms and Conditions

2. SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein. Notwithstanding the foregoing, City acknowledges that products and services subject to this agreement are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for it's dealers and/or distributors and no authority to require them to provide goods or services subject to this Agreement.

8. TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement. City acknowledges Contractor cannot control the timing of delivery of products and services provided by Contractor's dealers and/or distributors. Contractor agrees to use reasonable efforts to encourage its dealers and/or distributors to delivery products and services by contractually agreed upon delivery dates.

9. REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the reasonable excess cost by: (i) requiring ~~immediate~~ reimbursement to the City within a commercially

reasonable amount of time; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all reasonable~~,~~ fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, reasonable administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

22. PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those goods and services ~~performed~~ provided up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

24. INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) ~~the services provided by Contractor personnel under this Agreement; (ii)~~ any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (ii~~i~~) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

26. THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including reaasonable assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery~~.~~ Provided that none of the foregoing shall require contractor to incur more than a negligible expense.

31. FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed for the City of Mesa. All other agencies will be FOB Toro dealer and/or distributor unless otherwise agreed.

32. RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder to the City of Mesa. All other agencies will bear the risk of loss from dealer and/or distributor.

37. FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including, but not limited to, acts of nature, acts of the public enemy, civil unrest, labor strikes, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however,

under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

National IPA Contract (Attachment D) Exceptions

2.1 Corporate Commitment
Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Ma~~ster~~ Agreement is one of Supplier's ~~primary~~ "go to market" strategies~~y~~ for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment
Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract for a purchase of equivalent scope, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment
Supplier commits to aggressively market the Master Agreement as one of its go to market strategies~~y~~ in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

2.4 Responsibilities of Independent Dealers and Distributors
Notwithstanding any other provision in this Agreement, City acknowledges that products and services subject to this Agreement are provided by Contractor's dealers and/or distributors which are independent businesses and set their own prices. Contractor has no authority to set prices, delivery dates, or other performance terms for its dealers and/or distributors. Contractor agrees to make the terms of this Agreement known to applicable dealers and/or distributors and to use reasonable efforts to encourage them to provide goods and services to City subject to the terms of this Agreement.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as ~~your~~one of your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award a~~s the public sector~~one of our primary go-to-market strateg~~y~~ies within first 10 days
    ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where

Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
~~iv.~~v. Respond to any bid separate from Master Agreement (Contract sales not reported to National IPA)

Detail your strategies under these options when responding to a solicitation.

[redacted]

mesa·az

TO: All Proposers Receiving Request for Proposal (RFP) #2017025, GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

FROM: Jess Romney, Procurement Officer JR

DATE: December 5, 2016

SUBJECT: Addendum #2 – Vendor Questions and City's Response

All Proposers are hereby notified that the proposal for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment** has been revised by this addendum.

Listed below are questions received from Vendors regarding this RFP and the responses provided by City staff.

1. **Question:** Tab 3; Instructions item 3g: Can you provide clarification on the Tier 4 EPA requirement? For those products that fall into the 25 to 74 HP off-road diesel category are you requiring the Tier 4 final engine? The equipment in this category with the Tier 4 final engines provide the most up to date emissions reductions. If that is what you are requiring can you update this section as such?

   Response: Equipment offered must be Tier 4 Compliant.

2. **Question:** Scope of Work item 4 Product Requirements, A5: In the Balance of Line section we would like to include those allied products that are attachments to our products but not manufactured by us. For example; we have mowing equipment manufactured by us that converts to a snow removing machine with attachments such as snow throwers and brooms made by another company specifically for use on our machines. Our dealers would price and order these products as part of the order and ship in total to the customer. By allowing those items a customer can purchase the fully equipped machine through this contract. Is this allowable in this section?

   Response: Yes, this is allowable.

3. **Question:** Scope of Work Item 9: We request that you eliminate the second paragraph of this section so that price changes are not tied to the PPI or to the contract anniversary date. For contracts that are based on a discount off MSRP, tying increases to a PPI makes the management of a price file very difficult as the PPI does not normally reflect our actual price changes. Also, the ability to change pricing when the manufacturer changes pricing is also helpful in maintaining current pricing. Deleting the second paragraph of this section would effectively cover these two requests to price adjustments.

   Response: The Scope of Work Item 9 is changed as follows.

9. **PRICING:**

   a. **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

      The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the ***Producer Price Index for Lawn and Garden Equipment Mfg. (333112333112)***, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

All other terms and conditions remain unchanged. Respondents are reminded that proposals are due in the Purchasing Office no later than 3:00 p.m. local Arizona time on December 14, 2016.

Please contact Jess.Romney@MesaAZ.gov or Evan.Karl@MesaAZ.gov with any questions you may have regarding this addendum.

cc: File

mesa·az

TO: All Proposers Receiving Request for Proposal (RFP) #2017025, GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

FROM: Jess Romney, Procurement Officer JR

DATE: November 7, 2016

SUBJECT: Addendum #1 – Change to Evaluation and Award section and Revised Pricing and Compensation pages

All Proposers are hereby notified that the proposal for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment** has been revised by this addendum.

The Instruction section of the is changed as follows:

27. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution	40
Firm's Qualifications & Experience	30
Firm's Pricing • 20 points Equipment • 10 points Parts	30

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \text{ X Price Points Possible} = \text{Pricing Score}$$

b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.

1. **Responsiveness**. The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.

2. **Responsibility**. The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance

with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

~~d. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 1.75% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).~~

~~This consideration does not apply to:~~

~~1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.~~
~~2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.~~

Please note as part of this addendum Revised Pricing and Compensation pages have been included. (see below) Changes were made to reflect changes to the Instructions section of the RFP.

2017025 Revised
Pricing and Compen

All other terms and conditions remain unchanged. Respondents are reminded that proposals are due in the Purchasing Office no later than 3:00 p.m. local Arizona time on December 14, 2016.

Please contact Jess.Romney@MesaAZ.gov or Evan.Karl@MesaAZ.gov with any questions you may have regarding this addendum.

cc: File

REVISED PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND RELATED EQUIPMENT to the City of Mesa at the price(s) stated below.

SAMPLE EQUIPMENT PRICING

This Section of the Price Page lists Sample Equipment (Attachment C) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

ITEM #	EQUIPMENT DESCRIPTION	UNIT PRICE
	Bunker Rake, as per specifications	
1	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Heavy Duty Utility Vehicle, as per specifications	
2	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Surrounds Mower, as per specifications	
3	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Triplex Greens Mower, as per specifications	
4	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Wide Area Rotary Mower, as per specifications	
5	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Fairway Mower, as per specifications	
6	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	EQUIPMENT TOTAL FOR ITEMS 1-6	$ -

SAMPLE PARTS PRICING

This Section of the Price Page lists Sample Parts for the equipment listed above (Items 1 thru 6) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1)	
		$ -
	MANUFACTURER AND PART NUMBER	
8	Rake plate for Bunker Rank (see item 1)	
		$ -
	MANUFACTURER AND PART NUMBER	
9	Hydraulic Filter for Utility Vehicle (see item 2)	
		$ -
	MANUFACTURER AND PART NUMBER	
10	Oil Filter for Utility Vehicle (see item 2)	
		$ -
	MANUFACTURER AND PART NUMBER	
11	Rotary Blade for Surrounds Mower (see item 3)	
		$ -
	MANUFACTURER AND PART NUMBER	
12	Roller for Surrounds Mower (see item 3)	
		$ -
	MANUFACTURER AND PART NUMBER	
13	Bed Knife for Triplex Greens Mower (see item 4)	
		$ -
	MANUFACTURER AND PART NUMBER	
14	Hydraulic Filter for Triplex Greens Mower (see item 4)	
		$ -
	MANUFACTURER AND PART NUMBER	
15	Bed Knife for Wide Area Rotary Mower (see item 5)	
		$ -
	MANUFACTURER AND PART NUMBER	

16 Fuel Filter for Wide Area Rotary Mower (see item 5)

	$ -
MANUFACTURER AND PART NUMBER	

17 Fan Belt for Fairway Mower (see item 6)

	$ -
MANUFACTURER AND PART NUMBER	

18 Water Pump for Fairway Mower (see item 6)

	$ -
MANUFACTURER AND PART NUMBER	

PARTS TOTAL FOR ITEMS 7-18 $ -

DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

LIST	CATEGORY	DISCOUNT OFF
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	
B	GOLF COURSE MAINTENANCE EQUIPMENT	
C	RELATED EQUIPMENT PARTS	
D	USED EQUIPMENT	

E	BALANCE OF LINE		

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name _____ Date: _____

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TO: All Proposers Receiving Request for Proposal (RFP) #2017025, GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

FROM: Jess Romney, Procurement Officer JR

DATE: December 5, 2016

SUBJECT: Addendum #2 – Vendor Questions and City's Response

All Proposers are hereby notified that the proposal for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment** has been revised by this addendum.

Listed below are questions received from Vendors regarding this RFP and the responses provided by City staff.

1. **Question:** Tab 3; Instructions item 3g: Can you provide clarification on the Tier 4 EPA requirement? For those products that fall into the 25 to 74 HP off-road diesel category are you requiring the Tier 4 final engine? The equipment in this category with the Tier 4 final engines provide the most up to date emissions reductions. If that is what you are requiring can you update this section as such?

   Response: Equipment offered must be Tier 4 Compliant.

2. **Question:** Scope of Work item 4 Product Requirements, A5: In the Balance of Line section we would like to include those allied products that are attachments to our products but not manufactured by us. For example; we have mowing equipment manufactured by us that converts to a snow removing machine with attachments such as snow throwers and brooms made by another company specifically for use on our machines. Our dealers would price and order these products as part of the order and ship in total to the customer. By allowing those items a customer can purchase the fully equipped machine through this contract. Is this allowable in this section?

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All other terms and conditions remain unchanged. Respondents are reminded that proposals are due in the Purchasing Office no later than 3:00 p.m. local Arizona time on December 14, 2016.

Please contact Jess.Romney@MesaAZ.gov or Evan.Karl@MesaAZ.gov with any questions you may have regarding this addendum.

cc: File

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TO: All Proposers Receiving Request for Proposal (RFP) #2017025, GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

FROM: Jess Romney, Procurement Officer JR

DATE: November 7, 2016

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with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

~~d. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 1.75% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).~~

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Please note as part of this addendum Revised Pricing and Compensation pages have been included. (see below) Changes were made to reflect changes to the Instructions section of the RFP.

2017025 Revised
Pricing and Compen

All other terms and conditions remain unchanged. Respondents are reminded that proposals are due in the Purchasing Office no later than 3:00 p.m. local Arizona time on December 14, 2016.

Please contact Jess.Romney@MesaAZ.gov or Evan.Karl@MesaAZ.gov with any questions you may have regarding this addendum.

cc: File

REVISED PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND RELATED EQUIPMENT to the City of Mesa at the price(s) stated below.

SAMPLE EQUIPMENT PRICING

This Section of the Price Page lists Sample Equipment (Attachment C) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

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	Surrounds Mower, as per specifications	
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	Triplex Greens Mower, as per specifications	
4	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Wide Area Rotary Mower, as per specifications	
5	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Fairway Mower, as per specifications	
6	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	EQUIPMENT TOTAL FOR ITEMS 1-6	$ -

SAMPLE PARTS PRICING

This Section of the Price Page lists Sample Parts for the equipment listed above (Items 1 thru 6) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

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12	Roller for Surrounds Mower (see item 3)	
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13	Bed Knife for Triplex Greens Mower (see item 4)	
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	MANUFACTURER AND PART NUMBER	
14	Hydraulic Filter for Triplex Greens Mower (see item 4)	
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	MANUFACTURER AND PART NUMBER	

16 Fuel Filter for Wide Area Rotary Mower (see item 5)

	$ -
MANUFACTURER AND PART NUMBER	

17 Fan Belt for Fairway Mower (see item 6)

	$ -
MANUFACTURER AND PART NUMBER	

18 Water Pump for Fairway Mower (see item 6)

	$ -
MANUFACTURER AND PART NUMBER	

PARTS TOTAL FOR ITEMS 7-18 $ -

DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

LIST	CATEGORY	DISCOUNT OFF
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	
B	GOLF COURSE MAINTENANCE EQUIPMENT	
C	RELATED EQUIPMENT PARTS	
D	USED EQUIPMENT	

E	BALANCE OF LINE		

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name _____ Date: _____

NOTICE OF SOLICITATION

SOLICITATION # 2017025

Publish Date: October 25, 2016

REQUEST FOR PROPOSAL FOR: GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

PROPOSAL DUE DATE AND TIME: DECEMBER 14, 2016 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

NON MANDATORY PRE-PROPOSAL CONFERENCE:

Date and Time:	November 15, 2016 8:00 am Local Arizona Time
Conference Number:	**Join by phone: 480-644-6120 Conference ID 319405**
Location:	Mesa City Plaza 20 E Main St, Room #450 North Mesa AZ, 85201

Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

Technical Questions:
Jess Romney, CPPB
Procurement Officer
PHONE: 480-644-5798
FAX: (480) 644-2655
Jess.Romney@MesaAZ.gov

General or Process Questions:
Evan Karl
Procurement Specialist
PHONE: 480-644-5010
FAX: (480) 644-2655
Evan.Karl@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: http://www.mesaaz.gov/business/purchasing

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to http://mesaaz.gov/business/purchasing/vendor-self-service.

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INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.

2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time for Responses may be answered at the discretion of the City.

3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

ELECTRONIC RESPONSE:

a. Responses shall be submitted through the City of Mesa's Purchasing Website at http://www.mesaaz.gov/business/purchasing/bid-opportunities under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

OR:

HARD COPY RESPONSE:

a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies.** Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.

b. Submit **two (2) CD or flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).

c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa
Mesa City Plaza - Purchasing Division
20 East Main Street, Suite 400
Mesa, Arizona 85201

RFP - 2017025 GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

INSTRUCTIONS

4. **RESPONSE FORMAT:**

Table of Contents. Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

TAB 2 - Qualifications. (Abilities, Experience and Expertise) The following information should be included:

1. A statement of Respondent's qualifications, abilities, experience and expertise in providing the requested goods and services.
   a. A description of what qualifies Respondent, financial and otherwise, to provide the City with these services/materials for the required period of time, including information demonstrating Respondent has the appropriate staffing, necessary resources, and a history of demonstrated competence.
      Include:
      i. A brief history and description of your company.
      ii. The total number and location of sales persons employed by your firm.
      iii. Number and location of support centers (if applicable).
   b. An assessment of the Respondent's ability to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and expertise offered that exceed the requirements of the Solicitation, and the Respondent's inability to meet any of the requirements of the specifications.
   c. References – A minimum of three (3) references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of the entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, and dates the services were provided.
   d. Provide a response to the national program. Include a detailed response to Attachment D, Exhibit A, National IPA response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Respondent will educate its national sales force about the contract, describe how products and services will be distributed Nationwide, include a plan for marketing the products and services Nationwide, and describe how volume will be tracked and reported to National IPA. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposal exceptions to the National IPA Administration Agreement.
2. Identification of senior and technical staff of Respondent to be assigned to the City. Staff named in the Response may not be substituted without permission of the City. Include in the Response resumes and relevant experience.
3. Please submit any additional qualification information that you feel is applicable to your qualifications and experience.

TAB 3 - Program Description AND Method of Approach. Provide a detailed written response illustrating how your offer will meet the General Requirements of this solicitation for the City of Mesa and the national program. Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Distribution Network
   a. Describe how your firm proposes to distribute the equipment, accessories, parts and provide services nationwide.

b. Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
c. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.
d. Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.
e. Identify the supplier(s) and their business location(s) that will service the City of Mesa's account.
f. Describe your dealer network and their role in providing products, services, etc. under the contract

2. Reporting. Describe Respondent's reporting capabilities at the national level and Agency level. Provide sample standard reports.

3. Product Requirements.
   a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation for the City of Mesa and the national program. Offerors shall identify and describe the proposed product lines that meet the specifications located in the Product Requirements section of this solicitation (Section 4 of the Scope of Work).

      - SPORTS FIELDS AND GROUNDS EQUIPMENT
      - GOLF COURSE MAINTENANCE EQUIPMENT
      - RELATED EQUIPMENT PARTS
      - USED EQUIPMENT
      - BALANCE OF LINE

   b. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.
   c. Detail any warranty and extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.
   d. Describe in your offering if you currently have or are in the process of developing Hybrid and/or all Electric equipment.
   e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.
   f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.
   g. All equipment offered must meet the current minimum Tier 4 Environmental Protection Agency (EPA) requirement.
   h. Describe how your firm will notify customers of new equipment, used equipment and services.
   i. Completed "Sample Equipment Specifications" (Attachment C)
   j. All bidders must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish in attachment C. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. *Failure to include this information may result in the bid being rejected.*
   k. Submit all information that will aid the City in evaluating your proposal.

4. Services
   a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or

provide details explaining your capabilities. In your response include information such as:

b. Provide detailed information explaining your service capabilities.
c. Provided detailed information explaining the service capabilities of your authorized dealers.
d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than twenty-four (24) hours?
e. Describe your preventative maintenance program (PMP) for each of the sample equipment (Attachment A). Provide the expected useful life and salvage value for each piece of equipment. Provide a list and per unit price of typical repair parts replaced during a piece of equipment's useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.
f. Describe your training programs. The proposed training program shall include but not be limited to:
    1. How will equipment training be conducted?
    2. Describe the training curriculum for the equipment operators.
    3. Describe the training curriculum for the service technicians.
    4. How will you accommodate various work shifts?
    5. What type of documentation is provided with the proposed training?
    6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
g. Submit all information that will aid the City in evaluating your proposal.

7. Ordering and Invoices
    a. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
    b. Describe the equipment delivery process and your delivery commitment. What are standard equipment delivery timeframes? Are there cut off dates and how are these dates communicated to customers.
    c. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

8. Other
    a. Describe any government rebate programs that are offered.

TAB 4 - Pricing and Compensation Forms. The cost portion of the Response should include the following criteria:

1. Provide a Price Proposal. See attachment A.

2. Describe in detail the proposed business pricing model(s). Include all pertinent details (formulas, definitions, data, audit criteria, etc.) to explain the benefits of the proposed model. Discuss how a participating agency will be able to verify (audit) that the net pricing received conforms to the model.

3. The City's expectation is that the proposed pricing shall include delivery to Mesa and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

4. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of

price list changes that have taken place over the last three (3) years. Discuss any known future price list changes or industry changes that will effect pricing over the next Five (5) years.

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

8. Provide your payment terms. These payment terms shall apply to all purchases and to all payment methods.

TAB 5 - Other Forms. The following forms should be completed and signed:

1. Attachment B: Required Response Form
   a. Vendor Information form
   b. Exceptions & Confidential Information form
   c. General Questionnaire form
   d. Lawful Presence Affidavit
   e. Respondent Certification form (Offer and Acceptance)
2. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
3. The successful Respondent will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. The Agreement shall be signed no later than issuance of the City of Mesa's Notice of Intent to Award letter. Respondent should complete all reviews of the document prior to submitting a response. Respondent's response should include any proposed exceptions to the National IPA Administration Agreement.

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

- ☐ Response will be sent in time to be received by the City before the Response due date and time.
- ☐ Original and proper number of copies submitted
- ☐ Response container properly labeled
- ☐ Pricing and Compensation, math double-checked, form completed and included (Attachment A)
- ☐ Required Response Forms completed and included (Attachment B)
- ☐ Sample Equipment Specifications form completed and included (Attachment C)
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
- ☐ Warranty information, if applicable

6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt

of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

    This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

    This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

    Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

    Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

INSTRUCTIONS

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.

15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

    Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise

lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; or (iv) accept any or all of a Respondent's exceptions outright.

20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.

21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.

To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:

a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.

b. Intentionally invoice any amount greater than provided in a contract or to invoice for materials or services not provided.

c. Intentionally offer or provide sub-standard materials or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.

22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.

24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City.

25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

26. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.

27. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution	40
Firm's Qualifications & Experience	30
Firm's Pricing • 20 points Equipment • 10 points Parts	30

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and

responsibility requirements.

c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.

1. **Responsiveness**. The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.

2. **Responsibility**. The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

d. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 1.75% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).

This consideration does not apply to:

1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

28. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.

29. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

30. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a

holiday observed by the City, notice will be posted on Tuesday.

It is the Respondent's responsibility to check the City of Mesa Purchasing website at http://mesaaz.gov/business/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

31. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at http://mesaaz.gov/business/purchasing. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:
Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Matt.Bauer@MesaAZ.gov

ADDRESS APPEALS TO:
Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

32. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work will be compiled into any resulting contract as Exhibit A.

1. **INTENT:** It is the intent of the City of Mesa to enter into a contract with a supplier(s) for the purchase of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment. Qualified suppliers must have the capability to provide these products in all respects, in accordance with the solicitation documents and to the satisfaction of the City.

   The City's preference would be to offer a Respondent's complete catalog of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment available to agencies Nationwide. However, the City reserves the right to award this solicitation to one or more Suppliers, by individual line item, by group of line items, manufacturer, geographic region, or as a grand total; whichever is deemed most advantageous to the City.

2. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

   National IPA is a channel partner with Vizient (formally, Novation). Together we leverage over $100 billion in annual spend to command the best prices on products and services. With corporate pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a Nationwide Supplier and respond to the National IPA documents (Attachment D).

   The City of Mesa anticipates spending approximately $550,000.00 over the term of the contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment purchased under the Master Agreement through National IPA is approximately $35 million. This projection is based on the current annual volume through the City of Mesa, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

3. **GENERAL REQUIREMENTS:**

   A. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications;

      1. Be an authorized distributor or manufacturer.
      2. Have a strong national presence in the grounds maintenance equipment industry.
      3. Have a distribution model capable of delivering products nationwide.
      4. Have a demonstrated sales presence.

5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

6. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

B. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

C. **WARRANTY:** Offeror shall warrant that all equipment and parts labeled as new and furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

D. **MAINTENANCE FACILITIES:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.

E. **VENDOR PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall be capable of providing parts within twenty-four (24) hours and shall be capable of being on site to respond to service requests within twenty-four (24) hours.

F. **CATALOGS:** Within ten (10) days after contract award and after request from City staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.

G. **MODIFICATIONS OF TERMS:** Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract

4. **PRODUCT REQUIREMENTS:**

A. PRODUCTS: The Products to be included in this solicitation are as follows:

1. SPORTS FIELDS AND GROUNDS EQUIPMENT: A complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, and turf cultivation equipment.

2. GOLF COURSE MAINTENANCE EQUIPMENT: A complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment and turf cultivation equipment.

3. RELATED EQUIPMENT PARTS: A complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts.

4. USED EQUIPMENT: Provide access to quality used equipment.

5. BALANCE OF LINE: Each offeror may offer their balance of line for ground maintenance equipment items and accessories. The City reserves the right to accept or reject any or all balance of line items offered.

B. CURRENT PRODUCTS: All products being offered in response to this solicitation and labeled as new shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

C. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

D. EQUIPMENT/RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agencies Contract Representative.

E. EQUIPMENT STANDARDS AND GUIDELINES: All riding equipment must comply with appropriate ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers – www.sae.org) and OSHA (Occupational Safety and Health Administration – www.osha.org) standards for roll-over protection. All vehicles must comply with appropriate ANSI (American National Standards Institute – www.ansi.org) standards as related to operation on slopes.

F. SAFETY STANDARDS: The Offeror shall certify that the equipment being offered is designed and includes operating features that comply with the safety standard promulgated under the Federal Occupational Safety and Health Act (OSHA).

During the term of this Contract, should there be modifications in federal and/or state laws and regulations regarding safety standards or other specifications and marketing procedures for the contracted item(s), the City of Mesa reserves the right to amend the Contract to provide for the delivery of items which conform to such changes. As a result, the City will negotiate any necessary price changes with the Contractor. Should negotiations fail the City may cancel the Contract for the affected items.

G. SAMPLE EQUIPMENT SPECIFICATIONS (ATTACHMENT C): For each Item/Minimum Requirement, indicate “yes” or “no” under Comply. If you do not meet the Item/Minimum Requirement, indicate so in the “Exception” column and provide an explanation on why you don’t meet the requirement. Any deviations from the minimum requirements must be clearly presented on the table or in an attached letter.

The intent of the sample equipment specifications is to establish a baseline to compare equipment of similar commercial quality, function and purpose as well as provide a comparison of pricing offered. Equipment offered under this section will not be rejected for non-compliance with the specifications, but will be used to assist the evaluation committee in assessing comparable equipment offered for this solicitation.

The sample equipment listed is representative of the possible equipment the City foresees replacing during the life of the contract. As such, submit pricing as requested on the Price Page.

Submit with your offer the recommended preventative maintenance program (PMP) for each of the sample equipment specified below. Identify all parts/materials/supplies (provide part numbers) necessary to complete the PMP as well as the unit pricing of each. Provide the expected useful life and salvage value for each piece of equipment. Provide a list and per unit price of typical repair parts replaced during a piece of equipment’s useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.

5. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.

A. FINANCING: Describe financing options available such as lease programs and conditional sales contracts.

B. TRADE-INS: Describe in detail the proposed trade-in program.

C. SAFETY: All vendors performing services for the City or cooperative agencies are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The supplier shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

D. TRAINING: The Contractor shall provide training for City of Mesa and other participating agency operators and service technicians at no cost to the City or agency. The Contractor will provide the following training for each equipment purchase:

- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.
- Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.
- The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.

E. DELIVERY: For City of Mesa purchases, equipment shall be delivered to various City of Mesa locations**.** All deliveries shall be made Monday through Thursday from 8:00 a.m. to 1:00 p.m., Mountain Standard Time. The Contractor shall be required to give the City a minimum of twenty-four (24) hour notice prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

The following documents are due upon delivery to the City or participating agency:

1. M.S.O. (Manufacturer Statement of Origin)
2. Warranty document
3. Required manuals
4. Title

F. REPAIR SERVICES: The ability to provide repair services through authorized manufacturer's facilities or other avenues.

G. CUSTOMER SUPPORT SERVICES: The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

6. **TERM:** An estimated initial term of February 1, 2017 through January 31, 2022, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.

7. **RENEWALS:** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term. Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

8. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect

immediately prior to the expiration of the then-current term.

9. **PRICING:**

a. **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the ***Producer Price Index for Lawn and Garden Equipment Mfg. (333112333112)***, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

10. **TYPES AND AMOUNTS OF INSURANCE**. Insurance requirements are detailed in the Agreement document. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

b. The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa,

their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

c. Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

ATTACHMENT A
PRICING

Offerors must utilize the below document when responding to this solicitation and return the document in an Excel format with their proposal.
See separate Attachment A to complete.

Microsoft Excel
97-2003 Worksheet

ATTACHMENT B
REQUIRED RESPONSE FORMS

See separate Attachment B

Solicitation Required Response Forms.docx

ATTACHMENT C
SAMPLE EQUIPMENT SPECIFICATIONS

Offerors must utilize the below document when responding to this solicitation and return the document in an Excel format with their proposal. See separate Attachment C to complete.

SAMPLE EQUIPMENT SPECIFIC

ATTACHMENT D NATIONAL IPA DOCUMENTS

See separate Attachment D

Attachment D
National IPA Docs.d

EXHIBIT 1
DRAFT CONTRACT

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA CONTRACT NUMBER 2017025
GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Jess Romney, CPPB Procurement Officer
E-Mail	Jess.Romney@MesaAZ.gov
Telephone	(480) 644-5798
Facsimile	(480) 644-2655

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Delivery Address	
Attention	NameAndTitle
E-Mail	
Telephone	
Facsimile	

DRAFT

EXHIBIT 1
DRAFT CONTRACT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this ___ day of _____, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2017025** ("Solicitation") for **GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **StartDate** and ending on **EndDate**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

    1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within XXX days after receipt of an order.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits
        1. Mesa Standard Terms & Conditions
        2. Scope of Work
        3. Other Exhibits not listed above
    c. Solicitation including any addenda
    d. Contractor Response, including National IPA Administrative Agreement

5. Payment.

5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the ***Producer Price Index for Lawn and Garden Equipment Mfg. (333112333112)***, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

Renewal and Extension Pricing. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted

thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
i. Applicable Taxes
j. Total amount due.

5.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work
- (B) Pricing
- (C) Mesa Standard Terms and Conditions
- (D) National IPA Documents

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

EXHIBIT 1
DRAFT CONTRACT

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA	**CONTRACTOR NAME**
By: _____	By: _____
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

RECOMMENDED BY:

By: _____

DRAFT

EXHIBIT 1
DRAFT CONTRACT

EXHIBIT A
SCOPE OF WORK

The Scope of Work and Vendor Response will be added here when Agreement is finalized.

DRAFT

EXHIBIT B
PRICING

Attachment A Pricing will be added here when Agreement is finalized.

DRAFT

EXHIBIT 1
DRAFT CONTRACT

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

   iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility

under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

    b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

    c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

    Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be

written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

DRAFT

EXHIBIT 2
MAILING LABEL (HARD COPY RESPONSE ONLY)

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL

Submitted by: Company Name:
Address:
City, State, Zip:

Solicitation # **2017025 GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT**
Due Date: **December 14, 2016 at 3:00 p.m. local Arizona time**

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND RELATED EQUIPMENT to the City of Mesa at the price(s) stated below.

SAMPLE EQUIPMENT PRICING

This Section of the Price Page lists Sample Equipment (Attachment C) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

ITEM #	EQUIPMENT DESCRIPTION	UNIT PRICE
	Bunker Rake, as per specifications	
1	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Heavy Duty Utility Vehicle, as per specifications	
2	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Surrounds Mower, as per specifications	
3	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Triplex Greens Mower, as per specifications	
4	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Wide Area Rotary Mower, as per specifications	
5	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	Fairway Mower, as per specifications	
6	_____	$ -
	MANUFACTURER AND MODEL NUMBER	
	EQUIPMENT TOTAL FOR ITEMS 1-6	$ -

SAMPLE PARTS PRICING

This Section of the Price Page lists Sample Parts for the equipment listed above (Items 1 thru 6) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1)	
		$ -
	MANUFACTURER AND PART NUMBER	
8	Rake plate for Bunker Rank (see item 1)	
		$ -
	MANUFACTURER AND PART NUMBER	
9	Hydraulic Filter for Utility Vehicle (see item 2)	
		$ -
	MANUFACTURER AND PART NUMBER	
10	Oil Filter for Utility Vehicle (see item 2)	
		$ -
	MANUFACTURER AND PART NUMBER	
11	Rotary Blade for Surrounds Mower (see item 3)	
		$ -
	MANUFACTURER AND PART NUMBER	
12	Roller for Surrounds Mower (see item 3)	
		$ -
	MANUFACTURER AND PART NUMBER	
13	Bed Knife for Triplex Greens Mower (see item 4)	
		$ -
	MANUFACTURER AND PART NUMBER	
14	Hydraulic Filter for Triplex Greens Mower (see item 4)	
		$ -
	MANUFACTURER AND PART NUMBER	
15	Bed Knife for Wide Area Rotary Mower (see item 5)	
		$ -
	MANUFACTURER AND PART NUMBER	

16 Ful Filter for Wide Area Rotary Mower (see item 5)

	$ -
MANUFACTURER AND PART NUMBER	

17 Fan Belt for Fairway Mower (see item 6)

	$ -
MANUFACTURER AND PART NUMBER	

18 Water Pump for Fairway Mower (see item 6)

	$ -
MANUFACTURER AND PART NUMBER	

PARTS TOTAL FOR ITEMS 7-18 $ -

DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

LIST	CATEGORY	DISCOUNT OFF
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	
B	GOLF COURSE MAINTENANCE EQUIPMENT	
C	RELATED EQUIPMENT PARTS	
D	USED EQUIPMENT	

E	BALANCE OF LINE		

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name _____ Date: _____

mesa·az

REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS # _____ State Where Business Entity Was Formed: _____

Remit to Address (if different than above):

Address: _____

City: _____

State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____

State: _____ Zip: _____

Contact for Questions about this bid:

Name: _____ Title: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Title: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☐ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: _____ %

☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: _____ %

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐ No exceptions

☐ Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

Confidential/Proprietary Information (mark one).

☐ No confidential/proprietary materials have been included with this Response.

☐ Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☐ Yes ☐ No

2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☐ Yes ☐ No
   If no, specify number of days for delivery _____

3. Payment terms. Payment Due (Not less than net 30 days): _____
   Payment Discount of _____% if invoices are paid within _____ days of receipt.

4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
   ☐ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)
   Discount for Procurement Card Purchases? _____%

5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
   ☐ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☐ 2 ☐ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☐ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____

☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____

☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____

☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____

☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____

☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____

☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____

☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____

☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____

☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____

☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____

☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____

☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

_____
Signature

_____
Print Name

_____
Date

_____
Business/Company Name

Verification of Attachment by City Staff:

_____
Signature Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

a) The information provided in Respondent's Response it true and accurate to the best of Respondent's knowledge.
b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
    i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
    ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
    iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This sheet is to be completed and used in conjuction with the pricing page (Attachment A).

BUNKER RAKE SPECIFICATIONS		
Item 1		
ITEM/MINIMUM REQUIREMENT	**COMPLY?**	**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE		
V-Twin cylinder, 4-cycle, OHV.	Y N	
18 hp (13.4 kW) @ 3600 rpm.	Y N	
Displacement: 34.8 cu. in. (570 cc)	Y N	
Oil capacity: 1.75 quart (1.8 liter)	Y N	
Cooling: Air (high flow blower)	Y N	
Air cleaner system: Remote mounted 3-phase Donaldson® air cleaner	Y N	
TRACTION		
Drive: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3WD, hydraulic traction system.	Y N	
Brakes: Dynamic braking through the hydrostatic transmission, hand actuated brake lever.	Y N	
Hydraulic oil: 5.0 gallon (18.9 liter). 10 micron replaceable cartridge.	Y N	
Main frame: Welded rectangular tubular steel frame construction.	Y N	
Controls: Hand operated choke, throttle, and hydraulic control for raising/lowering with float.	Y N	
GROUND SPEED		
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y N	
ELECTRICAL		
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y N	
Starter: 12 volt electric	Y N	
Light kit	Y N	
STEERING		
Hydraulic Power Steering	Y N	
OTHER CHARACTERISTICS		
Rear Rake and Frame	Y N	
Ground Clearance: 6.0”	Y N	

HEAVY DUTY UTILITY VEHICLE SPECIFICATIONS		
Item 2		
ITEM/MINIMUM REQUIREMENT	**COMPLY?**	**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE		

v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y N	
Horsepower- 28 HP	Y N	
Torque 40.8	Y N	
Displacement – 69 cu. in. (747 cc)	Y N	
Oil Capacity – 2 qts.	Y N	
Governor type – Mechanical centrifugal	Y N	
Lube Oil Filter – Full flow with spin-on oil filter	Y N	
Lubrication – Full-pressure lubrication	Y N	
Starting System – 12-volt starter	Y N	
In Line Fuel Filter	Y N	
PAYLOAD CAPACITY		
Rated Capacity – approx. 3,295 lbs	Y N	
DRIVETRAIN		
Auto Transmission w/ Electric Differential Lock	Y N	
ELECTRICAL SYSTEM		
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y N	
Fuel Injected w/ Electric Choke	Y N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y N	
STEERING		
Automotive power steering	Y N	
BRAKES		
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y N	

SURROUNDS MOWER SPECIFICATIONS		
Item 3		
ITEM/MINIMUM REQUIREMENT	**COMPLY?**	**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE		
Fuel = Diesel	Y N	
Size = Approx. 52 Cubic Inches	Y N	
Power = Approx. (Gross) 35 Hp	Y N	
Air Cleaner = Dual-Stage With Restriction Indicator	Y N	
Cooling = Liquid	Y N	
Oil Filter = Full Flow Filter	Y N	
Cylinders = 3	Y N	
Displacement = 67.1 Cubic Inches	Y N	
CAPACITIES		

FUEL = 11 Gal	Y	N	
ENGINE OIL = 3 Qt	Y	N	
HYDRAULIC OIL = 3.5 Gal	Y	N	
DRIVE SYSTEM			
Traction Drive = Full time 3 Wheel Drive Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	Y	N	
BRAKES			
2-wheel Disc	Y	N	
Hand controlled Park Brake	Y	N	
Closed loop traction system.	Y	N	
OTHER STANDARD EQUIPMENT			
Drive Wheels=Hydraulic, Standard 3 Wd	Y	N	
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	Y	N	
CUTTING UNITS			
Number = 3 Reel Cutting Units	Y	N	
SIZE = Approx. 26”	Y	N	
Number Of Blades = 8	Y	N	
Backlapping = Standard	Y	N	
CLIP FREQUENCY = 0.126-In/Mph	Y	N	
Front Rollers = Grooved	Y	N	
Reel Diameter = 7”	Y	N	
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	Y	N	
Rear Rollers = Solid	Y	N	
ELECTRICAL AND SAFETY INTERLOCKS			
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	Y	N	
Neutral start switch	Y	N	
Operator presence switch (in seat)	Y	N	
Mow / Transport switch	Y	N	
Park brake set switch.	Y	N	

TRIPLEX GREENS MOWER SPECIFICATIONS		
Item 4		
ITEM/MINIMUM REQUIREMENT	**COMPLY?**	**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE		
Power = 18 HP	Y N	
Type = Gas (Unleaded) powered	Y N	
CAPACITIES		
Fuel Capacity = 7.0 gal	Y N	

Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	Y N	
DRIVE SYSTEM		
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	Y N	
IMPLEMENT DRIVE		
Hydraulic drive, individual pump and valve sections operating three reels	Y N	
CUTTING UNITS		
Number = 3	Y N	
Type = 11 Blade	Y N	
BEDKNIVES = Lo-Cut, 1/8”	Y N	
Height Of Cut Range = 0.125” – 0.750”	Y N	
Reel Frame	Y N	
Reel Diameter = 5”	Y N	
Blades Shall Be High Carbon Steel	Y N	
OTHER STANDARD EQUIPMENT		
STEERING		
Power	Y N	
Gas Shock	Y N	
CONTROLS	Y N	
LED Light Kit	Y N	
Raise / lower mow lever (joystick)	Y N	

WIDE AREA ROTARY MOWER SPECIFICATIONS		
Item 5		
ITEM/MINIMUM REQUIREMENT	**COMPLY?**	**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE AND CAPACITIES		
ENGINE		
55 HP, Liquid Cooled Turbo Charged Diesel	Y N	
AIR CLEANER		
Dry, replaceable primary and safety elements	Y N	
RADIATOR		
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart	Y N	
FUEL CAPACITY		
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y N	
DRIVE SYSTEM		
TRACTION DRIVE		

Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	Y	N	
HYDRAULICS/COOLING			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	
OTHER CHARACTERISTICS			
DIAGNOSTICS			
Diagnostics pressure test ports: forward and reverse traction, left, center, and right decks. Reverse 4WD, lift, and steering. Charge and deck counterbalance circuits.	Y	N	
INTERLOCKS			
Prevents engines from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Mowing only permitted in low range. Engine stops if parking brake engaged and traction pedal not in neutral. Deck transport latches.	Y	N	
CUTTING UNITS			
WIDTH OF CUT			
Overall approx. 109" . Center deck 54". Two 37" Wings all upfront	Y	N	
MOWING RATES			
Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	
OTHER STANDARD EQUIPMENT			
Light Kit	Y	N	
Canopy	Y	N	

FAIRWAY MOWER		
SPECIFICATIONS		
Item 6		
ITEM/MINIMUM REQUIREMENT	**COMPLY?**	**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE AND CAPACITIES		
ENGINE		

3 Cylinder 36.8 hp Diesel, Liquid Cooled	Y	N	
Pressurized Lubrication System w/5.0 Qt	Y	N	
FUEL CAPACITY			
Approx. 14 gallon diesel fuel/biodiesel B-20	Y	N	
HYDRAULIC CAPACITY			
15 Gallon Capacity w/Spin on 10 Micron Filter	Y	N	
CONTROLS			
Single foot operated pedal with speed limiter	Y	N	
Foot Activated parking brake	Y	N	
Hand operated key switch, throttle, isochroous engine speed control.	Y	N	
Hand operated raise/lower joystick for reel raise and lower, headlight switch and pivoting control console.	Y	N	
ELECTRICAL			
12 Volt, 570 CCA battery w/55 Amp alternator, electronic control unit that is microprocessor based.	Y	N	
Solid State with diagnostic capabilites for all safty switch and operator present switches.	Y	N	
CUTTING UNIT			
5- 22" 11 blade cutting units with edgemax bed knives	Y	N	
100" width of cut w/3" grooved front roller and smooth rear roller	Y	N	
OTHER EQUIPMENT			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	
Sun Shade	Y	N	

Attachment D

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Mesa, AZ (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment.. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $35 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are

anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the

Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's website including the online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

EXAMPLE

days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole

EXAMPLE

discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein

EXAMPLE

contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.

3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

EXAMPLE

5. That the Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

6. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.

8. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.

9. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT

LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT

TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: RFP#2017025

RFP Issued: October 25, 2016

Pre-Proposal Date: November 15, 2016

Response Due Date: December 14, 2016

Proposals Received: 3

Awarded to:

The City of Mesa, AZ Purchasing Division issued RFP#2017025 on October 25, 2016, to establish a national cooperative contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment.

The solicitation included cooperative purchasing language in the Scope of Work, #2 National Contract:

NATIONAL CONTRACT: The City of Mesa, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- The Herald News, IL

On December 14, 2016 proposals were received from the following offerors:

- Jacobsen Textron Company
- Harper Industries, Inc
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the Toro Company. The City of Mesa, AZ, National IPA and the Toro Company successfully negotiated a contract and the City of Mesa, AZ executed the agreement with a contract effective date of April 1, 2017.

Contract includes: Sports Fields and Grounds Equipment, Golf Course Maintenance Equipment, Related Equipment Parts, Used Equipment and Balance of Line to include: Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems and Boss Snow Removal Equipment Lines.

Value Added Services: Used Equipment, Financing Options and Smart Value Program volume incentive program.

Term:

Five year agreement beginning April 1, 2017 and ending March 31, 2022. Two (2) annual renewals are available through March 31, 2024.

Pricing/Discount:

Discount off Toro MSRP. Serviced and supported by local Toro distributors/dealers.

National IPA Web Landing Pages: www.nationalipa.org/Vendors/Pages/TheToroCompany.aspx

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES YLS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES YLS Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES YLS Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES YLS Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES yes Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES yes Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES yes Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES yes Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES yes Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES yes Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES yes Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES yls Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES yls Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES yls Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: The Toro Company

Address, City, State, and Zip Code: 8111 Lyndale Ave S, Bloomington, MN 55420

Phone Number: 612.597.3224 Fax Number:

Printed Name and Title of Authorized Representative: Jon Stodola, Government Contracts Manager

Email Address: Jon.Stodola@toro.com

Signature of Authorized Representative: Jon Stodola Date: 8/16/2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C,F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or nationalorigin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such

litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

   i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation,

each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract

exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or

disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(i); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or

employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, The Toro Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

8/16/2022

Jon Stodola, Government Contracts Manager

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: The Toro Company

Address, City, State, and Zip Code:
8111 Lyndale Ave S, Bloomington, MN 55420

Phone Number: 612.597.3224 Fax Number: -

Printed Name and Title of Authorized Representative:
Jon. Stodola, Government Contracts Manager

Email Address: Jon.Stodola@toro.com

Signature of Authorized Representative:

Date: 8/16/2022

NATIONALIPA™ TCPN® The Cooperative Purchasing Network

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New Jersey LFN 2012-10 Packet

for

The Toro Company

Contract #2017025

Solicited and awarded by the City of Mesa, AZ on behalf of itself and National IPA participants

Enhanced Portfolio | Unified Focus | Continued Trust

New Jersey LFN 2012-10 Packet
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Required Document

Contract Documents Screenshot

Page from original solicitation that indicates Lead Agency and issuance of solicitation on behalf of themselves and National IPA and/or TCPN members nationally

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Statement of Corporate Ownership

Public Contract EEO Compliance

Non-Collusion Affidavit

Solicitation Posting Documents

Award and evaluation criteria from solicitation

Bid opening and late submission policy from solicitation

Notice of Intent to Award---Sample

Disclosure of Investment Activities in Iran

Checklist

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CONTRACT DOCUMENTS SCREENSHOT FROM WEBSITE

VENDOR WEBSITE

Show menu

Contract: 120535 - Grounds Maintenance Equipment

Nov 27, 2012 to Nov 26, 2017

Executive Summary

- Executive Summary
- Pricing

Master Agreement Documents

- Official Signed Contract
- Toro Response to RFP

Solicitation Process

- Original RFP Document
- RFP Amendment 1
- Proof of Publication

Contract: 2017025 - Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Apr 1, 2017 to Apr 1, 2022

Executive Summary

- Executive Summary
- Pricing

Master Agreement Documents

- Official Signed Contract

Solicitation Process

- Original RFP Document
- RFP Amendment 1
- RFP Amendment 2
- Proof of Publication

Response Evaluation

- Supplier Response

Contract: R141201 - Grounds Keeping Products and Services

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- 4th Year Renewal Letter
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- Proof of Publication - DJC
- Proof of Publication - DJC
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- Proof of Publication - Region 4
- Proof of Publication - TCPN
- RFP Request List
- RFP Receipt List

Time Stamped Responses

RFP Opening Sign-In Sheet

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PAGE FROM SOLICITATION THAT INDICATES LEAD AGENCY AND ISSUANCE OF SOLICITATION ON BEHALF OF THEMSELVES AND NATIONAL IPA AND/OR TCPN MEMBERS

SCOPE OF WORK

This Scope of Work will be compiled into any resulting contract as Exhibit A.

1. **INTENT:** It is the intent of the City of Mesa to enter into a contract with a supplier(s) for the purchase of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment. Qualified suppliers must have the capability to provide these products in all respects, in accordance with the solicitation documents and to the satisfaction of the City.

   The City's preference would be to offer a Respondent's complete catalog of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment available to agencies Nationwide. However, the City reserves the right to award this solicitation to one or more Suppliers, by individual line item, by group of line items, manufacturer, geographic region, or as a grand total; whichever is deemed most advantageous to the City.

2. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

   National IPA is a channel partner with Vizient (formally, Novation). Together we leverage over $100 billion in annual spend to command the best prices on products and services. With corporate pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a Nationwide Supplier and respond to the National IPA documents (Attachment D).

   The City of Mesa anticipates spending approximately $550,000.00 over the term of the contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment purchased under the Master Agreement through National IPA is approximately $35 million. This projection is based on the current annual volume through the City of Mesa, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

3. **GENERAL REQUIREMENTS:**

   A. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications;

      1. Be an authorized distributor or manufacturer.
      2. Have a strong national presence in the grounds maintenance equipment industry.
      3. Have a distribution model capable of delivering products nationwide.
      4. Have a demonstrated sales presence.

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NEW JERSEY BUSINESS REGISTRATION CERTIFCATE

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE OF AUTHORITY

THE TORO COMPANY
Doing Business As
TORO EQUIPMENT DISTRIBUTION COMPANY
0101028891

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Corporation (DBA) organized under the laws of Delaware, has complied with all the requirements of Title 14A of the New Jersey Statutes, and that the business or activity of said Foreign Corporation (DBA) to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Corporation (DBA) filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed August 29th, 2013.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this at Trenton, this 30th day of August, 2013

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 129433055
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Fax:6099846851 Aug 30 2013 14:40 P.02

Mail to: PO Box 308
Trenton, NJ 08646

STATE OF NEW JERSEY
DIVISION OF REVENUE

Hand Delivery: 33 West State St.
5th Floor
Trenton, NJ 08608-1214

"FEE REQUIRED" **PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY**

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name: The Toro Company D/B/A Toro Equipment Distribution Company

2. Type of Business Entity: DBA
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose:
(See Instructions, Page 22, Item 3)
Manufacturer of outdoor power and turf maintenance equipment.

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank):

6. State of Formation/Incorporation (Foreign Entities Only):
Delaware

7. Date of Formation/Incorporation (Foreign Entities Only):
November 7, 1983

FILED
AUG 29 2013
STATE TREASURER

8. Contact Information:
Registered Agent Name: National Registered Agents, Inc. of NJ

Registered Office:
(Must be a New Jersey street address)
Street 100 Canal Pointe Blvd., Suite 212
City Princeton Zip 08540

Main Business or Principal Business Address:
Street 8111 Lyndale Avenue South
City Bloomington State MN Zip 55420

9. Management (Domestic Corporations and Limited Partnerships Only)
- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1:
- Domestic Non-Profit list Board of Trustees, minimum of 3:
- Limited Partnerships list all General Partners:

01010288 9/

Name	Street Address	City	State	Zip

The signature below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip

Signature(s) for the Public Record (See instructions for information on Signature Requirements)

Signature	Name	Title	Date
	Timothy P. Dordell	Vice President, Secy & General Counsel	8/29/2013

Must be same as Business Name above

2608286
4660537

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "THE TORO COMPANY" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "THE TORO COMPANY" WAS INCORPORATED ON THE SEVENTH DAY OF NOVEMBER, A.D. 1983.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

2020833 8300

131038561

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 0700527

DATE: 08-29-13

The Toro Company
8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
Phone 952/888-8801 • www.thetorocompany.com • Fax 952/887-8258

THE TORO COMPANY

WRITTEN CONSENT

August 28, 2013

The undersigned, being a Vice President of The Toro Company, a corporation duly organized and existing under the laws of Delaware (the "Corporation"), does hereby consent to the following:

Inasmuch as this Corporation desires to transact business in the State of New Jersey, and inasmuch as the Vice President has been advised that the name of this Corporation is not available for corporate use in the State of New Jersey, this Corporation consents to the use of the alternate name of Toro Equipment Distribution Company for use in transacting business in the State of New Jersey.

THE TORO COMPANY

Timothy P. Dordell
Its: Vice President, Secretary & General Counsel

STATEMENT OF CORPORATE OWNERSHIP

DOC #6

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: The Toro Company

Street: 8111 Lyndale Ave. South

City, State, Zip Code: Bloomington, MN 55420

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Darren Redetzke, *an authorized representative of* The Toro Company, *a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

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PUBLIC CONTRACT EEO COMPLIANCE

Doc #8

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: The Toro Company

Street: 8111 Lyndale Ave. South

City, State, Zip Code: Bloomington, MN 55420

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report _____

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50.000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature ~~of Procurement Agent~~

Darren Redetzke, Vice President

NON-COLLUSION AFFIDAVIT

DOC #7

NON-COLLUSION AFFIDAVIT

Company The Toro Company **Name:**

Street: 8111 Lyndale Ave. South

City, State, Zip Code: Bloomington, MN 55420

State of ~~New Jersey~~ Minnesota

County of Hennepin

I, Darren Redetzke *of the* Toro Company, Bloomington
Name *City*

in the County of Hennepin, *State of* Minnesota
of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President *of the firm of* The Toro Company
Title *Company Name*

the offeror making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of ~~New Jersey~~ Minnesota
My commission expires _____ , 20____

SEAL

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SOLICITATION POSTING DOCUMENTS

AFFIDAVIT OF PUBLICATION

RFP NO. 217025 / MAINTENANCE EQUIPMENT

19

Arizona Business Gazette
The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-5901

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc
PRE-PROPOSAL CONFERENCE: Tuesday, November 15, 2016 8:00 am local time, Mesa City Plaza, 20 E Main St, Room #450 North, Mesa, AZ 85201
PROPOSAL DUE DATE: December 14, 2016 3:00 pm local time CONTACT: Jess Romney, Procurement Officer, jess.romney@mesaaz.gov.
Pub: Nov. 3, 2016

STATE OF ARIZONA
COUNTY OF MARICOPA } SS.

Tabitha James, being first duly sworn, upon oath deposes and says: That she is the Supervisor of the Arizona Business Gazette, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

11/3/2016

Sworn to before me this
3RD day of
NOVEMBER 2016

BRIAN BILLINGS
Notary Public - Arizona
Maricopa County
My Commission Expires
July 25, 2018

Notary Public

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News | Utah Media Group | The Salt Lake Tribune

PROOF OF PUBLICATION **CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER
LOVE ADVERTISING, ACCOUNTS PAYABLE 770 S POST OAK LN STE 101 HOUSTON TX 77056	9001500383
	DATE: 10/28/2016

ACCOUNT NAME	
LOVE ADVERTISING,	
TELEPHONE	ORDER # / INVOICE NUMBER
7135521055	0001119019 /
PUBLICATION SCHEDULE	
START 10/28/2016 END 10/28/2016	
CUSTOMER REFERENCE NUMBER	
RFP No. 2017025	
CAPTION	
REQUEST FOR PROPOSALS The City of Mesa, AZ is requesting proposals from qualifie	
SIZE	
38 LINES 1 COLUMN(S)	
TIMES	TOTAL COST
2	65.04

REQUEST FOR PROPOSALS

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.com and https://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sorfn-RFPNumber/-sord-desc

PRE-PROPOSAL CONFERENCE Tuesday, November 15, 2016 8:00 am local time, Mesa City Plaza, 20 E Main St, Room #450 North, Mesa, AZ 85201

PROPOSAL DUE DATE December 14, 2016 3:00 pm local time CONTACT Jess Romney, Procurement Officer, jess.romney@mesaaz.gov.

1119019 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Access** FOR **LOVE ADVERTISING,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 10/28/2016 End 10/28/2016

DATE 10/28/2016 SIGNATURE A Dartnell

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 28TH DAY OF OCTOBER IN THE YEAR 2016

BY ANN DARTNELL .

VIRGINIA CRAFT
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/12/2018
Commission # 672963

Virginia Craft
NOTARY PUBLIC SIGNATURE

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQ
City of Mesa, Az; Bid Location Mesa, AZ, Maricopa County; Due 12/14/2016 at 03:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

10/28/2016

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **28th** DAY OF **October, 2016**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
FELICIA MARIE DELGATTO
NOTARY PUBLIC - OREGON
COMMISSION NO. 934768
MY COMMISSION EXPIRES JANUARY 20, 2019

CITY OF MESA, AZ
GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT
Proposals due 3:00pm, December 14, 2016
REQUEST FOR PROPOSALS
The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc
PRE-PROPOSAL CONFERENCE: Tuesday, November 15, 2016 8:00 am local time, Mesa City Plaza, 20 E Main St, Room #450 North, Mesa, AZ 85201
PROPOSAL DUE DATE
December 14, 2016 3:00 pm local time
CONTACT: Jess Romney, Procurement Officer, jess.romney@mesaaz.gov
Published Oct 28, 2016 11198872

Love Advertising
National Ipa
770 S Post Oak Ln Ste 101
Houston, TX 77056-1913

Order No.: 11198872
Client Reference No:

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
Grounds Maintenance (RFP No. 2017025)

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: OCT 3 1 2016 **# Pages:** 1

Notary Name: COLLEEN E. SORANAKA First Judicial **Circuit**

Doc. Description: Affidavit of Publication

Notary Signature — OCT 3 1 2016 Date

COLLEEN E. SORANAKA NOTARY PUBLIC No. 90-263 STATE OF HAWAII

Lisa Kaukani being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the aforementioned newspapers as follows:

Honolulu Star-Advertiser 1 times on:
10/28/2016

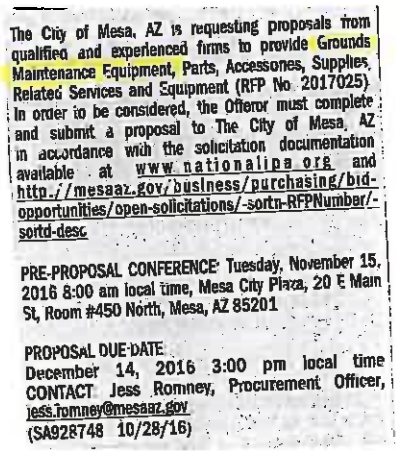
MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 0 times on:

West Hawaii Today 0 times on:

Other Publications: 0 times on:



The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc

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PROPOSAL DUE DATE: December 14, 2016 3:00 pm local time
CONTACT: Jess Romney, Procurement Officer, jess.romney@mesaaz.gov
(SA928748 10/28/16)

And that affiant is not a party to or in any way interested in the above entitled matter.

Lisa Kaukani

Lisa Kaukani

Subscribed to and sworn before me this 31st day of October A.D. 2016

COLLEEN E. SORANAKA NOTARY PUBLIC No. 90-263 STATE OF HAWAII

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2020

Ad # 0000928748

SP.NO.: _____ L.N.

HC MEDIA GROUP

HEARST

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

CITY OF MEZZ, AZ 0000124250 HC073770325
RAN A LEGAL NOTICE
SIZE BEING: 1 x28 L

Product	Date	Class	Page
CNCY-Cypress Creek Mirror (Cypress/Cy-Fa	Nov 09 2016	Bids-Proposals	
CNCH-Cypress Creek Mirror (Champions/Kl	Nov 09 2016	Bids-Proposals	
CNPM-Magnolia Potpourri	Nov 09 2016	Bids-Proposals	
CNPO-Tomball Potpourri	Nov 09 2016	Bids-Proposals	
CNCY-Cypress Creek Mirror (Cypress/Cy-Fa	Nov 16 2016	Bids-Proposals	
CNCH-Cypress Creek Mirror (Champions/Kl	Nov 16 2016	Bids-Proposals	
CNPM-Magnolia Potpourri	Nov 16 2016	Bids-Proposals	
CNPO-Tomball Potpourri	Nov 16 2016	Bids-Proposals	

Victoria Bond A/R Clerk
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 16th Day of November A.D. 2016

VERONICA M TYRONE 7163357 NOTARY PUBLIC STATE OF TEXAS EXPIRES FEB. 10, 2020

Veronica M Tyrone
Notary Public in and for the State of Texas

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at *www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc*

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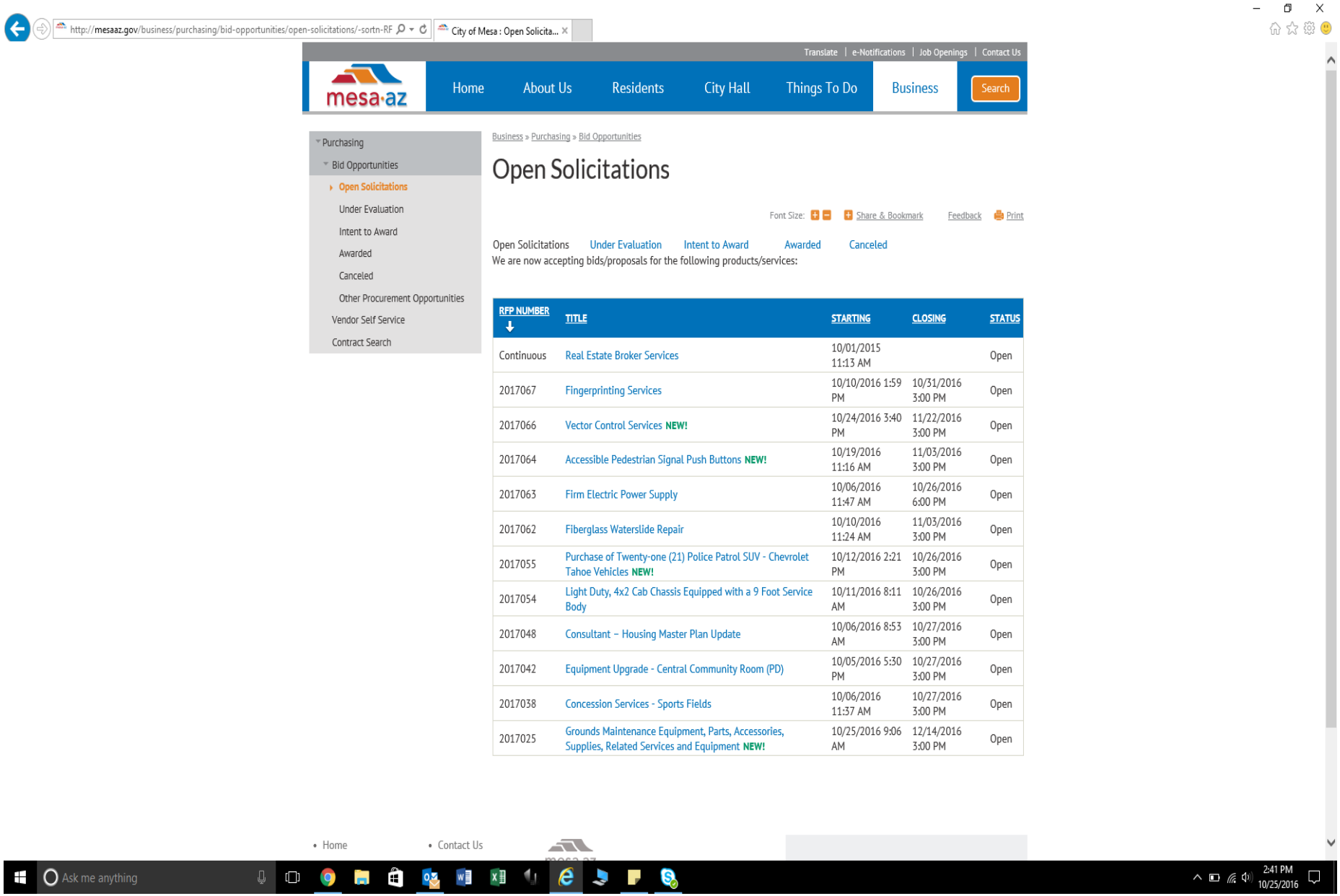
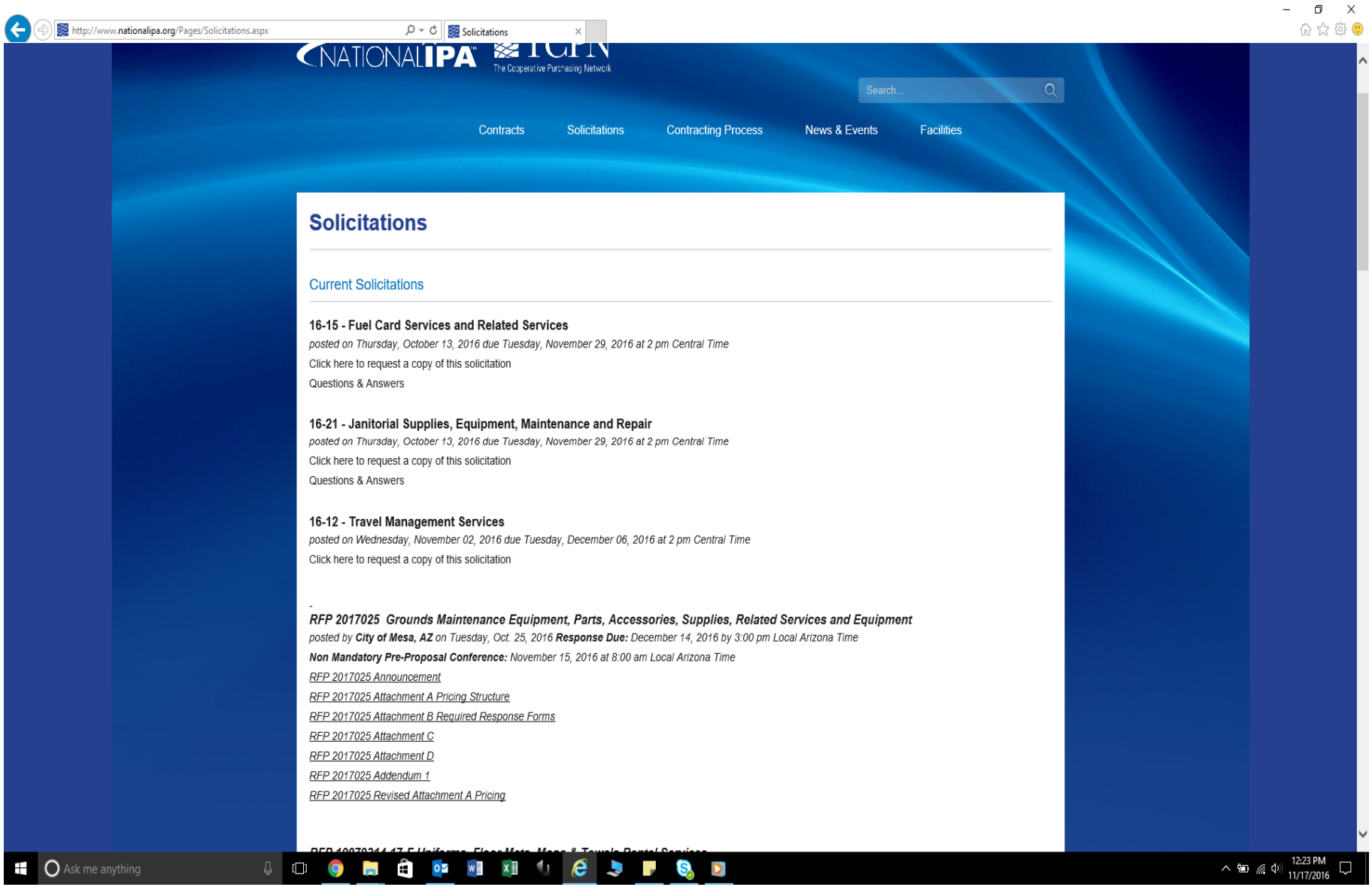

http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RF
City of Mesa : Open Solicita...
Translate | e-Notifications | Job Openings | Contact Us
mesa·az
Home
About Us
Residents
City Hall
Things To Do
Business
Search
Purchasing
Bid Opportunities
Open Solicitations
Under Evaluation
Intent to Award
Awarded
Canceled
Other Procurement Opportunities
Vendor Self Service
Contract Search
Business » Purchasing » Bid Opportunities
Open Solicitations
Font Size: Share & Bookmark Feedback Print
Open Solicitations Under Evaluation Intent to Award Awarded Canceled
We are now accepting bids/proposals for the following products/services:
RFP NUMBER
TITLE
STARTING
CLOSING
STATUS
Continuous Real Estate Broker Services 10/01/2015 11:13 AM Open
2017067 Fingerprinting Services 10/10/2016 1:59 PM 10/31/2016 3:00 PM Open
2017066 Vector Control Services NEW! 10/24/2016 3:40 PM 11/22/2016 3:00 PM Open
2017064 Accessible Pedestrian Signal Push Buttons NEW! 10/19/2016 11:16 AM 11/03/2016 3:00 PM Open
2017063 Firm Electric Power Supply 10/06/2016 11:47 AM 10/26/2016 6:00 PM Open
2017062 Fiberglass Waterslide Repair 10/10/2016 11:24 AM 11/03/2016 3:00 PM Open
2017055 Purchase of Twenty-one (21) Police Patrol SUV - Chevrolet Tahoe Vehicles NEW! 10/12/2016 2:21 PM 10/26/2016 3:00 PM Open
2017054 Light Duty, 4x2 Cab Chassis Equipped with a 9 Foot Service Body 10/11/2016 8:11 AM 10/26/2016 3:00 PM Open
2017048 Consultant – Housing Master Plan Update 10/06/2016 8:53 AM 10/27/2016 3:00 PM Open
2017042 Equipment Upgrade - Central Community Room (PD) 10/05/2016 5:30 PM 10/27/2016 3:00 PM Open
2017038 Concession Services - Sports Fields 10/06/2016 11:37 AM 10/27/2016 3:00 PM Open
2017025 Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment NEW! 10/25/2016 9:06 AM 12/14/2016 3:00 PM Open
• Home
• Contact Us
Ask me anything
2:41 PM
10/25/2016


http://www.nationalipa.org/Pages/Solicitations.aspx
Solicitations
NATIONALIPA
The Cooperative Purchasing Network
Search...
Contracts
Solicitations
Contracting Process
News & Events
Facilities
Solicitations
Current Solicitations
16-15 - Fuel Card Services and Related Services
posted on Thursday, October 13, 2016 due Tuesday, November 29, 2016 at 2 pm Central Time
Click here to request a copy of this solicitation
Questions & Answers
16-21 - Janitorial Supplies, Equipment, Maintenance and Repair
posted on Thursday, October 13, 2016 due Tuesday, November 29, 2016 at 2 pm Central Time
Click here to request a copy of this solicitation
Questions & Answers
16-12 - Travel Management Services
posted on Wednesday, November 02, 2016 due Tuesday, December 06, 2016 at 2 pm Central Time
Click here to request a copy of this solicitation
RFP 2017025 Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment
posted by City of Mesa, AZ on Tuesday, Oct. 25, 2016 Response Due: December 14, 2016 by 3:00 pm Local Arizona Time
Non Mandatory Pre-Proposal Conference: November 15, 2016 at 8:00 am Local Arizona Time
RFP 2017025 Announcement
RFP 2017025 Attachment A Pricing Structure
RFP 2017025 Attachment B Required Response Forms
RFP 2017025 Attachment C
RFP 2017025 Attachment D
RFP 2017025 Addendum 1
RFP 2017025 Revised Attachment A Pricing
Ask me anything
12:23 PM
11/17/2016

LOVE ADVERTISING
ATTN: KAELIE MARCOZZI
770 S POST OAK LANE, SUITE 101
HOUSTON, TX 77065

Acct Number:			5481
Ad Number:			0000102518
Insertions:	1	Total:	$13.20
Affidavit:			$7.50
Total:			**$20.70**

AFFIDAVIT OF PUBLICATION
NEW JERSEY, SUSSEX COUNTY, ss
Donna Hendricks , of full age being duly sworn, did depose and say that the notice hereto attached was published in
THE NEW JERSEY HERALD and/or
NEW JERSEY SUNDAY HERALD
a newspaper printed and circulated in
said county on 10/28/2016.

Sworn and subscribed before me this 28th day of October, 2016

Donna Hendricks

ELIZABETH M. MECELI
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2421496
My Commission Expires 06/04/2017

LEGAL NOTICE

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 20 17025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc

PRE-PROPOSAL CONFERENCE Tuesday, November 15, 2016 8:00 am local time, Mesa City Plaza, 20 E Main St, Room #450 North, Mesa, AZ 85201

PROPOSAL DUE DATE December 14, 2016 3:00 pm local time CONTACT Jess Romney, Procurement Officer, jess.romney@mesaaz.gov.

Oct 28, '16 pf$13.20
0000102518 NJH

Richmond Times-Dispatch

Advertising Affidavit

Account Number
6047978

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date
October 28, 2016

LOVE ADVERTISING
770 S. POST OAK LANE
STE 101
HOUSTON, TX 77056

Date	Category	Description	Ad Size	Total Cost
11/03/2016	Propos-Sld Bids-RFP	The City of Mesa, AZ is requesting proposals from qualified anc	2 x 0 L	118.40

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment** (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc

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PROPOSAL DUE DATE:
December 14, 2016 3:00 pm local time CONTACT: Jess Romney, Procurement Officer, jess.romney@mesaaz.gov

Publisher of the Richmond Times-Dispatch

This is to certify that the attached The City of Mesa, AZ is r **was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:**

10/28/2016

The First insertion being given ... 10/28/2016

Newspaper reference: 0000419970

Sworn to and subscribed before me this

October 28 2016

Kimberly B Harris
Notary Public

Janet Williams
Supervisor

KIMBERLY B HARRIS
NOTARY PUBLIC
Commonwealth of Virginia
356753
My Commission Expires Jan 31, 2017

State of Virginia
City of Richmond
My Commission expires _____

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

4030 N GEORGIA BLVD, SAN BERNARDINO, CA 92407
Telephone (909) 889-9666 / Fax (909) 885-1253

ERLYNS PORTILLO
LOVE ADVERTISING C/O NIPA
770 S. POST OAK LN. #101
HOUSTON, TX - 77056

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP No. 2017025

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/28/2016

Executed on: 10/28/2016
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Email

* A 0 0 0 0 0 0 4 2 6 2 3 4 0 *

SB #: 2940624

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc
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PROPOSAL DUE DATE: December 14, 2016 3:00 pm local time CONTACT: Jess Romney, Procurement Officer, jess.romney@mesaaz.gov.
10/28/16

SBS-2940624#

STATE OF WASHINGTON -- KING COUNTY

--ss.

342837 No.

LOVE ADVERTISING

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:GROUNDS MAINT EQUIP

was published on

10/28/16

The amount of the fee charged for the foregoing publication is the sum of $74.80 which amount has been paid in full.

JENNIFER A... NOTARY PUBLIC STATE OF WA...

Subscribed and sworn to before me on

10/28/2016

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Mesa
Grounds Maintenance Equipment
Proposals Due: Dec. 14

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc

PRE-PROPOSAL CONFERENCE: Tuesday, November 15, 2016 8:00 am local time, Mesa City Plaza, 20 E Main St, Room #450 North, Mesa, AZ 85201

PROPOSAL DUE DATE: December 14, 2016 3:00 pm local time CONTACT: Jess Romney, Procurement Officer, jess.romney@mesaaz.gov.

Date of publication in the Seattle Daily Journal of Commerce, October 28, 2016.

10/28(342837)

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in Lafayette, Louisiana, in the following issues:

10/29/2016

Shelley Calloni, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

10/29/2016

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite

PUBLIC NOTICE

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc

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PROPOSAL DUE DATE: December 14, 2016 3:00 pm local time CONTACT: Jess Romney, Procurement Officer, jess.romney@mesaaz.gov

123151-oct 29-1t

LOVE ADVERTISING	123151-01
ERLYNS PORTILLO 770 S POST OAK LANE SUITE 101 HOUSTON, TX 77056	

Certificate of the Publisher

The Herald-News

Description:NIPA GROUNDS MAINTENANCE
1237613

LOVE ADVERTISING, INC.
STE 101
770 S POST OAK LANE
HOUSTON TX 77056

Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
10/28/2016

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on
28th day of October, A.D. 2016

Shaw Media By:

J. Tom Shaw, Publisher

Account Number 10103955 Amount $74.15

PUBLIC NOTICE

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sorin-RFPNumber/-sord-desc

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PROPOSAL DUE DATE December 14, 2016 3:00 pm local time CONTACT Jess Romney, Procurement Officer, jess.romney@mesaaz.gov.

(Pubished in the Herald-News on October 28, 2016) 1237613

THE STATE MEDIA CO., INC.
Columbia, South Carolina
publisher of
The State

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Allison Branham, Sales Operations Supervisor of THE STATE, and makes oath that the advertisement,

Request for Proposals The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ

0002751040

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

October 28, 2016

Allison Branham, Sales Operations Supervisor

Subscribed and sworn to before me, Karen L. Book,

on this day, October 28, 2016

Karen L. Book Notary Public

My commission expires
September 7, 2026.

Request for Proposals

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalpa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc

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PROPOSAL DUE DATE
December 14, 2016 3:00 pm local time CONTACT Jess Romney, Procurement Officer, jess.romney@mesaaz.gov.
2751040

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

TIMES UNION

In Print. Online. All the Time.

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

LOVE ADVERTISING
770 S. POST OAK LANE STE 101
HOUSTON, TX 77056

Account Number: 600104849
Order Number: 0003908700
Order Identifier: The City of Mesa, AZ is

T Dollard / B Goodwin / S Rawling / R Bernard of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regulary published in the said ALBANY TIMES UNION on the following dates

10-29-2016

Dollard

Sworn to before me, this Monday, October 31, 2016

JUNE M. CLEMENTS
NOTARY PUBLIC, State of New York
Qualified in Saratoga County
No. 01CL6319970
Commission Expires March 2, 2019

June M Clements

Notary Public
Albany County

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025). In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc

PRE-PROPOSAL CONFERENCE: Tuesday, November 15, 2016 8:00 am local time, Mesa City Plaza, 20 E Main St, Room #450 North, Mesa, AZ 85201

PROPOSAL DUE DATE:
December 14, 2016 3:00 pm local time CONTACT: Jess Romney, Procurement Officer, jess.romney@mesaaz.gov

TU 11 (908700)

December 19, 2016

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates, company handling the advertising matters for USA TODAY, a daily newspaper distributed within the United States.

One *TCPN/NIPA* ad was published in said newspaper under the Public Notice heading of USA TODAY national edition on the following date:

October 31, 2016

Paulette Hatch
Senior Professional Services Manager

State of Florida
County of Pinellas

On this 19th day of December, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr 07
No. FF

Notary

PEOPLE

Kathy Griffin rocked the deer Snapchat filter.

Designer Marc Jacobs and Charly DeFrancesco really bulked up for the party at the Waldorf-Astoria.

PHOTOS BY MICHAEL LOCCISANO, GETTY IMAGES

Celebs go all out for Bette Midler's Hulaween bash

Carly Mallenbaum
@thatgirlcarly
USA TODAY

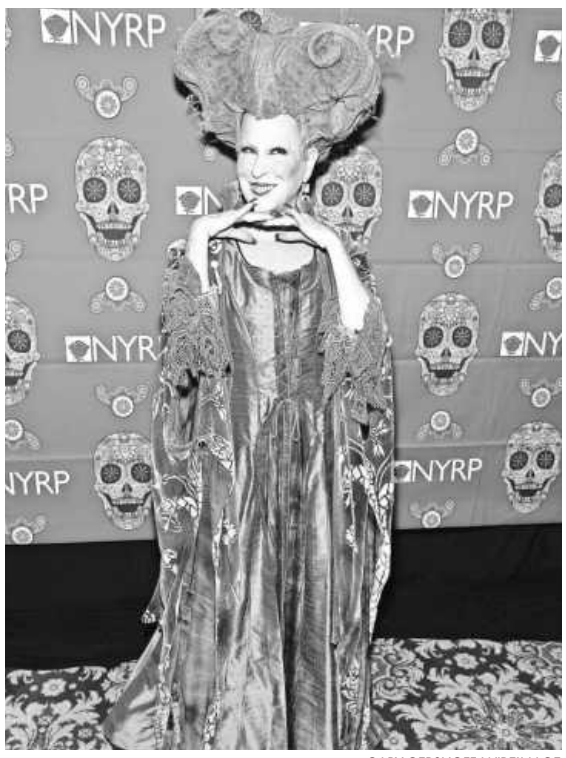
A virgin must have lit the black flame candle, because Winifred Sanderson was out on the town Friday night.

Bette Midler brought her beloved witch from 1993's *Hocus Pocus* back from the dead again to celebrate at the Waldorf Astoria. And, wow, the centuries-old character looks good 23 years later.

It was all for Hulaween, a bash thrown by Midler's Restoration Project, the non-profit that works to beautify New York's urban landscape.

Midler seemed to enjoy rocking the red hair and broom, and other guests at the party got into the Halloween spirit, too. Kathy Griffin's Snapchat ensemble was solid, and Marc Jacobs and Charly DeFrancesco were unrecognizable as body builders.

Midler isn't the first one to reprise a movie look for charity: *Rookie of the Year* star Thomas Ian Nicholas wore his Henry Rowengartner uniform to Seth Rogen's Hilarity for Charity show.



GARY GERSHOFF, WIREIMAGE

Bette Midler revived *Hocus Pocus*' Winifred Sanderson for her Hulaween celebration.

MARKETPLACE TODAY

To view more Classified listings, visit: www.USATODAYClassifieds.com

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

PUBLIC NOTICE

The City of Mesa, AZ is requesting proposals from qualified and experienced firms to provide **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment (RFP No. 2017025)**. In order to be considered, the Offeror must complete and submit a proposal to The City of Mesa, AZ in accordance with the solicitation documentation available at www.nationalipa.org and http://mesaaz.gov/business/purchasing/bid-opportunities/open-solicitations/-sortn-RFPNumber/-sortd-desc

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CAREERS

EMPLOYMENT

UT Medical Group d/b/a University Clinical Health serving Memphis, TN & Shelby County area has an opening for BC/BE Plastic Surgeon. Fellowship experience in hand or micro vascular surgery is desired but not required. Competitive salary. Please fax CV/Resumes to: 901-302-2008 or email to: uch_hr@uthsc.edu.

BUSINESS

CONNECTIONS

NICHE MEDICAL CLINIC
Doctor seeks non-doctor to run small office in your city staffed by local physician providing unique specialty medical service. Net $3,000+ per patient cash, no insurance. 25-yr. track record, proven product, life-changing testimonials, no competition, state-of-the-art mktg. tools, celebrity spokesman. $70,000 required. **(800) 235-1462**

BUSINESS OPPORTUNITIES

8 Figure Lifestyle
$20k - $30k per month
can become your way of life if you want it. High ticket lucrative business model for serious entrepreneurs. 800-486-9954 (24 hrs.)

Additional online listings are available on **USATODAYclassifieds.com**

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BE OPEN IN 30 DAYS START NOW!
UP TO 100% FINANCING, OAC
FROM $63,900
Anywhere - Worldwide
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WWW.DRSS9.COM

Seeking Baseball Scouts
Send resume & $50 application fee to ML Scouting Network, 2957 Landing Falls Lane, Raleigh NC 27616
MLBScoutNet@aol.com

To advertise in USA TODAY, email: **sales@russelljohns.com**

BUSINESS OPPORTUNITIES

Sports minded, Health conscious Recognition driven, Money motivated people to produce results now! Attitude required! Call Joe D. 800-211-1927

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Invest in Healthcare Company
1k pays up to 10K return
5k pays up to 50K return
Call 917-470-9714

MARKETPLACE

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Use Your Miles or Our Miles
We Buy Air Miles 850-625-7878

NOTICES

PUBLIC NOTICE

MISSING

NEKITA MOORE

DOB: Feb 2 , 2000
Sex: Female
Race: Black
Missing: Jun 27, 2016
Hair: Black
Age Now: 16
Eyes: Brown
From: Upper Marlboro, MD

NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN

1-800-THE-LOST

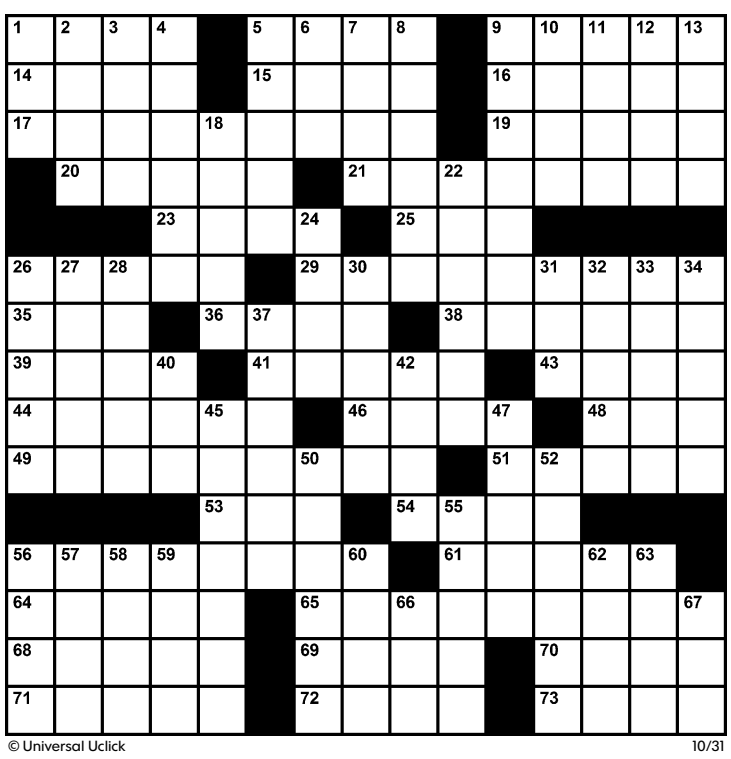
PUZZLES

Report puzzle problems to us at feedback@usatoday.com or 1-800-872-7073

CROSSWORD

BY George Barany

TRICK OR TREAT!



© Universal Uclick 10/31

ACROSS
1 Anjou relative
5 Virtuoso
9 Like one who errs, so they say
14 Io or gypsy
15 Freedom from stress
16 Empty-headed
17 "Not so fast, Ms. DeGeneres!"
19 Mottled horse
20 Cafeteria mishap
21 Brainy sort
23 Take a chance on
25 Vietnamese New Year
26 Dogie catcher
29 Legislation requiring the wearing of flat shoes?
35 Cheer for the matador
36 Many an Olympic gymnast
38 Source of theatrical fog
39 Sign over, as land
41 Borg, Lind or Nobel
43 Austen novel that inspired "Clueless"
44 Ark's landfall
46 Gives a boost to
48 Roseanne's mom, on "Roseanne"
49 Deserter from a pod?
51 "___ in favor . . ."
53 Swampy area
54 Baseball executive Epstein
56 Coal or oil, e.g.
61 Way in
64 Like the Lilliputians
65 Trick-or-treat time (and an anagram of 17-, 29- and 49-Across)
68 How some videos go
69 Racetrack shape
70 Tolstoy's "___ Karenina"
71 "The Elder" of Rome
72 Work over
73 Optimistic, as an outlook

DOWN
1 Audi competitor
2 Circusgoers' sounds
3 Metro map point
4 Presiding officials
5 Water sources
6 Prince of Broadway
7 Words from a therapist
8 High point
9 Trendy urbanite
10 Tesla or newton
11 Equine feature
12 Start to freeze?
13 Marquee gas
18 "Silas Marner" novelist
22 Not optional
24 Had down cold
26 Express alternative
27 Last Oldsmobile ever made
28 27-Down body style, perhaps
30 Youngest Oscar winner in history
31 Chemical in Drano
32 In ___ (unresolved)
33 High points
34 Create, as a carpet
37 Old Testament queen
40 Bard's "before"
42 Lose on purpose?
45 In a dreadful manner
47 Word before pad or pool
50 Lester Holt or Scott Pelley
52 Armed conflict
55 Conversation starter
56 Invitation letters
57 Disney's boy detective
58 Bollywood garment
59 "The Good Earth" heroine
60 Icicle site, perhaps
62 First female U.S. attorney general
63 Hankerings
66 Little shaver
67 Dissenting vote

Friday's Answer

N	O	S	E	■	F	L	A	M	E	S	■	G	R	O
E	B	O	N	■	A	T	R	E	S	T	■	A	O	L
B	O	O	Z	E	C	R	U	I	S	E	■	I	N	D
R	E	T	Y	P	E	■	B	R	O	M	A	N	C	E
■	■	■	M	O	I	R	A	■	■	■	Y	G	O	R
L	O	S	E	S	T	O	■	W	I	D	E	R	■	■
Y	A	M	S	■	■	M	E	A	D	E	■	O	E	R
F	R	O	■	C	O	N	T	R	O	L	■	U	S	A
T	S	K	■	F	R	E	S	H	■	■	G	N	A	T
■	■	I	V	O	R	Y	■	O	V	E	R	D	U	E
O	M	N	I	■	■	■	B	L	I	N	I	■	■	■
V	E	G	E	T	A	T	E	■	S	O	F	T	E	N
A	N	G	■	S	T	E	L	M	O	S	F	I	R	E
L	S	U	■	O	R	A	T	O	R	■	E	D	I	T
S	A	N	■	S	A	S	S	E	S	■	Y	E	N	S

10/28

CROSSWORDS ON YOUR PHONE
mobilegames.usatoday.com

Answers: Call 1-900-988-8300, 99 cents a minute; or, with a credit card, 1-800-320-4280.

WORD ROUNDUP

By David L. Hoyt and Jeff Knurek 10/31

Find and Circle:
Five things meant to be worn ☑☐☐☐☐
Four musical genres ☐☐☐☐
Three Florida cities ☐☐☐
"One ____ ____ the Cuckoo's ____" ☐☐☐
Two reptiles ☐☐

Friday's answer: ELAPSE ELOPE EASE EDGE ELSE / MANITOBA ONTARIO ALBERTA QUEBEC / BEAVER GERBIL GOPHER / CUFF BUFF / AIRBUS

B	G	O	R	L	A	N	D	O	V	K	T			
G	E	O	C	T	A	M	P	A	E	A	Z			
V	P	L	S	O	V	E	R	K	H	Z	S			
T	A	J	T	P	U	V	A	V	A	E	S			
R	N	E	S	T	E	N	L	J	U	F	S			
I	T	P	X	Z	S	L	T	L	J	L	E			
H	S	M	I	A	M	I	B	R	K	E	R			
S	H	H	L	I	Z	A	R	D	Y	W	D			

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QUICKCROSS

By John Wilmes 10/31

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Friday's Answer

B	E	L	L
O	R	E	O
W	I	I	G
L	E	S	S

10/28

QUICKCROSS ON YOUR PHONE
mobilegames.usatoday.com

UP & DOWN WORDS

By David L. Hoyt and Russell L. Hoyt 10/31

1. **GOLF**
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____ **IN**

Clues:
1. Top for Phil Mickelson
2. Large or small, perhaps
3. Evaluate
4. Facing
5. Jeff Bridges in "___ ___ Odds"
6. Finished
7. Exhausted

Friday's Answer

GO	GET
GET	MOVING
MOVING	TARGET
TARGET	DATE
DATE	LINE
LINE	DANCING
DANCING	WITH

PLAY ONLINE PUZZLES.USATODAY.COM

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SUDOKU

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats).

1		8	5	9	4		2	
			8	7	2		3	4
4		7		1				
8	7			5	1			2
		5		8		3		
9			6	2			7	5
				6		2		3
6	1		2	3	9			
	8		7	4	5	6		9

10/31 DIFFICULTY RATING ★☆☆☆☆

SUDOKU FUSION ON YOUR PHONE
mobilegames.usatoday.com

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Complete the grid so that every row, column and 3x2 box contains the numbers 1 through 6 (no repeats).

		2	1	3	6
1	6	3			
5	3		6		1
6		1		5	4
			2	1	5
2	1	5	4		

DIFFICULTY RATING ★☆☆☆☆

Friday's Answers

7	4	8	9	1	3
2	6	3	4	8	5
5	1	9	2	7	6
6	9	4	3	5	2
1	2	5	8	4	7
3	8	7	1	6	9
9	3	1	5	2	8
8	7	2	6	9	4
4	5	6	7	3	1

1	6	4	5	2	3
3	2	5	1	6	4
6	3	1	2	4	5
4	5	2	3	1	6
5	1	6	4	3	2
2	4	3	6	5	1

10/28

10/31

TXTPERT

Across	Down
1. 16339	1. 163676
4. 2427	2. 3348
6. 627784323	3. 47783
8. 2679	5. 63342
	7. 847

Today's theme
Publications

Use the phone keypad to decode the clues. For example, 2 could be A, B or C ... and 5678 could be LOST

10/28

Friday's solution

© USA TODAY and Rich Coulter

DON'T QUOTE ME®

Cartoonist Scott Adams jokes about human nature.

Rearrange the words to complete the quote.
BETWEEN FINE HEALTHY HUMANITY OUTRIGHT PARANOIA

"THERE'S A _____ LINE _____ _____ MISTRUST OF _____ AND _____ _____."

10/31

Friday's Answer: "Some people are making such thorough preparation for rainy days that they aren't enjoying today's sunshine." - William Feather

© WIGGLES 3D GAMES

AWARD AND EVALUATION CRITERIA FROM ORIGINAL SOLICITATION

a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.

b. Intentionally invoice any amount greater than provided in a contract or to invoice for materials or services not provided.

c. Intentionally offer or provide sub-standard materials or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.

22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.

24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City.

25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

26. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.

27. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution	40
Firm's Qualifications & Experience	30
Firm's Pricing • 20 points Equipment • 10 points Parts	30

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and

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BID OPENING AND LATE SUBMISSION POLICY FROM SOLICITATION

of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

    This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

    This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

    Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

    Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

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NOTICE OF INTENT TO AWARD

Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement -Sample

_____ intends to participate in the City of Mesa, AZ("City of Mesa") contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment, Contract # 2017025 to purchase Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment through National Intergovernmental Purchasing Alliance ("National IPA").

Information regarding the contract may be found on the National IPA website at:

www.nationalipa.org

_____ anticipates joining the National IPA/TCPN contract on _____. The City of Mesa contract term is April 1, 2017 to March 31, 2022 with two (2) additional annual renewal if mutually agreed by City of Mesa and The Toro Company.

It is the intent of _____ to make a contract award to The Toro Company pursuant to the proposal submitted in response to the City of Mesa RFP.

_____ is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

Comment period ends _____.

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Contract # 2017025 **Bidder/Offeror:** The Toro Company

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Peter Whitacre Signature: Peter Whitacre

Title: Regional Business Manager Date: 07/26/2017

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NEW JERSEY LFN 2012-10 PACKET CHECKLIST

X Contract Documents Screenshot

X Page from original solicitation that indicates Lead Agency and issuance of solicitation on behalf of themselves and National IPA and/or TCPN members nationally

X New Jersey Business Registration Certificate for the contractor and any subcontractors

X Statement of Corporate Ownership

X Public Contract EEO Compliance

X Non-Collusion Affidavit

X Solicitation Posting Documents

X Award and evaluation criteria from solicitation

X Notice of Intent to Award---Sample

X Disclosure of Investment Activities in Iran