



CITY of CRESTVIEW
CITY COUNCIL

**CITY COUNCIL REGULAR MEETING AGENDA
OCTOBER 27, 2025
6:00 P.M.
COUNCIL CHAMBERS**

The Public is invited to view our meetings on the City of Crestview Live stream at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page.

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Apostle Darlene Haynes-Scheuermann of Kingdom Life Worship and Training Center
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
 - 5.1. National Epilepsy Month Proclamation
 - 5.1. Farm Bureau Proclamation
 - 5.2. National Homecare Nursing Month
- 6. Consent Agenda**
 - 6.1. Kenworth Dump Truck
 - 6.2. Sourcewell Contract (John Deere Excavator)
 - 6.3. Caterpillar Backhoe
 - 6.4. Jerry Pate Turf & Irrigation Contract
- 7. Public Hearings / Ordinances on Second Reading**
- 8. Ordinances on First Reading**
- 9. Resolutions**
 - 9.1. Reimbursement Resolution
- 10. Action Items**
 - 10.1. Status of City Clerk's PIP
- 11. City Clerk Report**

12. City Manager Report

12.1. Financial Update - Finance Director

12.2. City Manager Updates

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Girard, City Clerk at cityclerk@cityofcresview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 09/22/2025
SUBJECT: Apostle Darlene Haynes-Scheuermann of Kingdom Life Worship and Training Center

BACKGROUND:

Clergy are invited on a volunteer basis to provide prayer before the meeting.

DISCUSSION:

Area clergy volunteer to provide an Invocation and lead the Council in the Pledge of Allegiance.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

n/a

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dominique Vaughn, Executive Assistant, Jerry Whitten, Mayor
DATE: 10/23/2025
SUBJECT: National Epilepsy Month Proclamation

BACKGROUND:

3.4 million individuals are living with epilepsy. The City of Crestview would like to raise awareness this month.

DISCUSSION:

Mayor Pro-Tem Doug Capps will read a proclamation for National Epilepsy Awareness Month

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

n/a

Attachments

1. National Epilepsy Awareness Month 2025

National Epilepsy Awareness Month

November 2025

WHEREAS, in the United States, approximately 3.4 million individuals, including 470,000 courageous children, are living with epilepsy, and it is estimated that one in ten people will experience a seizure in their lifetime, while one in twenty-six will be diagnosed with epilepsy; and

WHEREAS misunderstandings and misinformation about seizures too often overshadow the remarkable strength and perseverance of those living with epilepsy; and

WHEREAS, research shows that stigma can be associated with higher seizure frequency, earlier onset, and reduced quality of life, underscoring the vital importance of compassion, education, and understanding in supporting those affected by epilepsy; and

WHEREAS, National Epilepsy Awareness Month, officially recognized by the United States Congress in 2003, serves as a powerful reminder of the need to raise awareness, promote early diagnosis and effective treatment, and inspire hope for all who live with this condition; and

WHEREAS, throughout November, individuals, families, organizations, and communities across the nation unite to honor the experiences of those affected by epilepsy and to work together to eliminate stigma through education and advocacy;

NOW, THEREFORE, I, Doug Capps, Mayor Pro Tem of the City of Crestview, do hereby proclaim November 2025 as National Epilepsy Awareness Month in the City of Crestview.

This year's theme, "**All In for Epilepsy Awareness**," focuses on *showing up and doing what we can* to support those affected by epilepsy. It calls upon each of us to act—whether by learning, sharing, volunteering, or simply standing in solidarity—to make a difference in the lives of individuals and families living with this condition.

Together, let us raise awareness, promote understanding, and ensure that no one faces epilepsy alone.

Doug Capps
Mayor Pro Tem



Date



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dominique Vaughn, Executive Assistant, Jerry Whitten, Mayor
DATE: 10/22/2025
SUBJECT: Farm Bureau Proclamation

BACKGROUND:

Farm-City Week is used to celebrate and recognize the beneficial partnerships between rural and urban communities that make our food supply safe and plentiful.

DISCUSSION:

Mayor Whitten will read a proclamation highlighting the impact farmers have on urban cities and the benefits of locally grown food to our communities.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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FINANCIAL IMPACT

N/A

RECOMMENDED ACTION

n/a

Attachments

1. Farm city week signed

Farm- City Week

November 19-26

WHEREAS, agriculture plays a vital role in our daily lives, providing the food, fiber, and resources that sustain our nation and contribute to our health, economy, and well-being; and

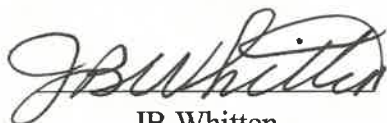
WHEREAS, during National Farm-City Week, we recognize the importance of this cooperative network. Agriculture and related enterprises employ more than 2 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors, and others who contribute an annual impact of \$182 billion to Florida's economy, and

WHEREAS, Farm-City Week recognizes the important relationships between farm families and city residents, highlighting how their combined efforts create economic opportunity, strengthen local communities, and preserve the agricultural heritage that is a cornerstone of American life; and

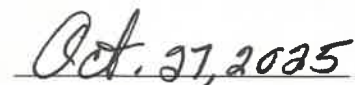
WHEREAS, the City of Crestview joins in celebrating and honoring the contributions of farmers, ranchers, agribusinesses, and all those who support the agricultural industry for their dedication, innovation, and stewardship of the land; and

WHEREAS, this observance also provides an opportunity to express gratitude to the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our state and nation.

NOW, THEREFORE, I, JB Whitten, Mayor of the City of Crestview, Florida, do hereby proclaim November 19–26, 2025, as Farm-City Week in the City of Crestview, and encourage all citizens to recognize and celebrate the vital partnership between our rural and urban neighbors who together help ensure a prosperous and sustainable future for all.



JB Whitten
Mayor



Date



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor, Dominique Vaughn, Executive Assistant
DATE: 10/22/2025
SUBJECT: National Homecare Nursing Month

BACKGROUND:

National Home Care and Hospice Month is celebrated every November to honor the dedicated professionals who provide essential home care and hospice services.

DISCUSSION:

Mayor Whitten will read a proclamation to honor staff who provide care to individuals in their homes or facilities.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

n/a

Attachments

1. homecare and hospice month signed

National Homecare and Hospice Month

November 2025

WHEREAS home care and hospice services provide high-quality and compassionate health care to more than five million Americans each year, allowing patients to remain in the comfort and dignity of their own homes; and

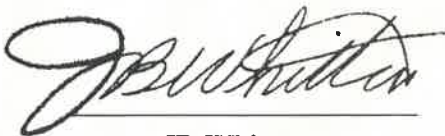
WHEREAS these vital services are supported by dedicated professionals, including nurses, therapists, social workers, home care aides, and volunteers, who deliver exceptional care and emotional support to patients and families during times of illness, recovery, and life's final stages; and

WHEREAS, home care plays a critical role in reducing hospital re-admissions, promoting independence, and improving overall quality of life, while hospice care ensures that individuals facing life-limiting illnesses receive comfort, dignity, and peace; and

WHEREAS the City of Crestview recognizes the importance of raising awareness about home care and hospice services and honoring those who dedicate their lives to caring for others in our community; and

WHEREAS, throughout the month of November, health care providers, families, and communities across the nation come together to celebrate the impact of home care and hospice and to advocate for continued access to these essential services.

NOW, THEREFORE, I, JB Whitten, Mayor of the City of Crestview, Florida, do hereby proclaim November 2025 as National Home Care and Hospice Month in the City of Crestview, and encourage all residents to recognize and express their appreciation for the dedicated professionals and volunteers who provide compassionate care to those in need.



JB Whitten
Mayor



27 Oct 25
Date



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 10/23/2025
SUBJECT: Kenworth Dump Truck

BACKGROUND:

There was much discussion with our Street, Sewer, Stormwater and Water Divisions regarding the necessity to add a dump truck to our current inventory, as our divisions need to selectively coordinate the use of our current dump truck inventory. We have two dump trucks in our inventory that are nearing or are over ten years old. The 3rd dump truck was purchased about 3 years ago, and is in great condition.

DISCUSSION:

The consensus was that we should add another dump truck to our current inventory for the 2026 Fiscal Year, and this was approved as part of Resolution 2025-21 (see attached) for the purchase in the 2026 fiscal year. The dump truck is a 2026 T880 Tandem Axle Dump Truck, and Truckworx is the supplier, using the Sourcewell contract pricing.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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FINANCIAL IMPACT

Approved item for the 2026 FY (see Resolution 2025-21). Account number is 001-1142-541.63-00, project # 261214. The Sourcewell contract number is #032824. Contract price is \$198,500, and all information pertaining to this purchase is attached. Payment will be required upon delivery of the truck. The expected delivery timeframe is December.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the purchase of the 2026 T880 Tandem Axle Dump Truck for Public Services, as it was added to the 2026 FY budget as part of Resolution 2025-21.

Attachments

1. Truckworx Dump Truck Info 10.20.25
2. Proof of Publication-Class 4-8 Chassis 032824
3. RFP and Addendums-Class 4-8 Chassis 032824
4. 10.20.25 Resolution 2025-21

001-1142-541.0300
590/000
Project# 261214
Req# 21994



TRUCKWORX

Attn: City of Crestview

January 1, 2025

Dear City Administration:

Truckworx is proposing lowest cost ownership by offering the most aggressive residual value to the county members affiliated with the association. **First come, first serve basis will be the methodology Truckworx will utilize to fulfill orders next year. Please continue to call for more opportunities.**

2026 T880 Tandem Axle Dump Truck OX	
PACCAR MX-13	510HP
Transmission Allison w/PTO	4500 RDS
Front Axle Meritor	20k
Rear Axle Meritor	46k
Non-Steerable Lift Axle	18k minimum
Color	White
Tires	425/65R22.5 & 11R24.5
Ratio	4.89
Alternator	160 amp

Price: \$198,500



Andrew Hatchett

Andrew Hatchett Truck Sales
850-873-0467

Thank you for your consideration regarding a Kenworth Truck. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

Andrew Hatchett Truck Sales

850-873-0467

andrew.hatchett@truckworx.com



TRUCKWORX

PROPOSAL SUMMARY

Prepared for:

City of Crestview

T880 MX Tandem Axle Dump Truck OX



\$198,500



032824-KTC



Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, a Division of PACCAR Inc., 10630 NE 38th Place, Kirkland, WA 98033 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Supplier's vehicles. Supplier does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Supplier (which carry a separate manufacturer's warranty). In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. **Use; Quality Control.**

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Supplier will provide AAP and EEO1 reports only.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

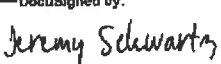
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

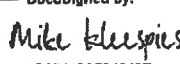
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Kenworth Truck Company,
a Division of PACCAR Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/5/2024 | 12:34 PM CDT

DocuSigned by:

By: 0B8F148A584040E...
Mike Kleespies
Title: Director of Medium Duty Trucks
Date: 7/5/2024 | 11:39 AM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Kenworth Truck Company, Division of PACCAR Inc.
10630 N.E. 38th Place
Address: Kirkland, Washington 98033
Contact: Mike Kleespies
Email: mike.kleespies@paccar.com
Phone: 813-455-1248
HST#: 916029712

Submission Details

Created On: Thursday February 08, 2024 07:49:32
Submitted On: Wednesday March 27, 2024 19:02:51
Submitted By: Mike Kleespies
Email: mike.kleespies@paccar.com
Transaction #: 77c3c738-7a00-4503-bb36-6ac47b3d756d
Submitter's IP Address: 208.127.93.240

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kenworth Truck Company, a Division of PACCAR Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Kenworth Truck Company or PACCAR Inc. controlled subsidiary entities are: - Paccar Parts and 13 parts distribution centers with over 14 million commercial parts available and sold through all Kenworth dealer, TRP stores, or the Online Parts Counter site available 24/7 365 days a year. - Paccar Financial & Paccar Financial Used Truck Centers - PacLease Kenworth contracted dealers, and supplementary companies such as body companies and their distributors, are included in this offer and required in order to provide participating members a complete vehicle solution. - All Kenworth contracted dealers throughout the United States and Canada (See uploaded file for current list of 480 Kenworth dealers and locations) - All truck body and equipment manufacturers, distributors, and service providers in the United States and Canada. The Thomas Register (www.thomasnet.com) lists more than 600,000 entities that supply bodies, equipment and services that Kenworth dealers will partner with to provide complete vehicle solutions.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Kenworth Truck Company Kenworth Truck Co. Kenworth Parts Paccar Financial PacLease PACCAR
4	Provide your CAGE code or Unique Entity Identifier (SAM):	33323
5	Proposer Physical Address:	Kenworth Truck Company 10630 NE 38th PL Kirkland, WA 98033
6	Proposer website address (or addresses):	www.kenworth.com www.parts.kenworth.com www.partsandservice.kenworth.com www.paccarparts.com www.paccarfinancial.com www.paccarusedtrucks.com www.paclease.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract)	Mike Kleespies Director of Medium Duty Trucks 10630 NE 38th PL Kirkland, WA 98033 mike.kleespies@paccar.com (813) 455-1248
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director of Medium Duty Trucks 10630 NE 38th PL Kirkland, WA 98033 mike.kleespies@paccar.com (813) 455-1248
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	For Kenworth PACCAR Parts: Vinita Nair Senior Fleet Sales Manager 750 Houser Way N Renton, WA 98057 vinita.nair@paccar.com (525) 269-5492 Alternate for Kenworth New Trucks: Ryan Breeze Vocational Fleet Manager 10630 NE 38th PL Kirkland, WA 98033 ryan.breeze@paccar.com (425) 518-0000

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies. CORE VALUES: • Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow. • Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle. • Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities. • Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services. • Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.
11	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 4 through 6 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, Battery Electric Vehicles, Hydrogen Fuel Cell Electric Vehicles, with any type of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 85 consecutive years. PACCAR achieved record revenue in 2023 of \$35.13 billion and net income of \$4.6 billion. PACCAR has paid a yearly dividend since 1941. PACCAR has an A+AA1 Credit Rating. The 2023 annual report is uploaded in supporting documents. Highlights of PACCAR's financial results during 2023 include: • Record consolidated revenues of \$35.13 billion. • Record net income of \$4.60 billion. • Record After-tax return on revenues of 13.1%. • Record PACCAR Parts revenue of \$6.41 billion. • Record PACCAR Parts pretax income of \$1.70 billion. • Record Financial Services assets of \$20.98 billion. • Financial Services pretax income of \$540.3 million. • Cash provided by operations of \$4.19 billion. • Record dividends declared of \$2.23 billion. • Medium-term note issuances of \$2.91 billion. • PACCAR invested \$1.11 billion in capital projects and research and development. • Stockholders' equity of \$15.88 billion.
13	What is your US market share for the solutions that you are proposing?	Kenworth had US 2023 year end overall class 6 market share of 14.7% / 39,269 trucks.
14	What is your Canadian market share for the solutions that you are proposing?	Kenworth had US 2023 year end class 6 and 7 market share of 6.6% / 6,620 trucks.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Kenworth had Canada 2023 year end class 8 market share of 15.8% / 4,782 trucks.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.	Paccar and Kenworth Division have never filed for bankruptcy protection.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Kenworth Truck Company falls under category (b). Kenworth is a truck manufacturer with a dealer network throughout all 50 United States and all Provinces of Canada. The more than 480 dealer locations provide all of Kenworth's products and services to end users. The primary sales force is through our independently owned and contracted dealers located throughout the all 50 United States and territories as well as all Provinces in Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 weight categories including full battery electric vehicles in class 6, 7 and 8 as well as hydrogen fuel cell electric vehicles in class 8. Kenworth dealers will prepare the complete vehicle solutions for the members, order truck chassis and all necessary bodies and equipment, provide training and finance solutions, and any other services needed to deliver a high quality and complete vehicles solution. In addition, Kenworth employs approximately 65 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers, delivery, and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	All Kenworth Company sales representatives have up to date state licenses, if state required. All contracted dealers and third-party body companies have the required state dealer licenses and certifications as required by the applicable state and local laws.
		Paccar nor Kenworth Truck Division have never experienced a "Suspension or Debarment". Additionally, we have no knowledge of any of our contracted dealers to have experienced a "Suspension or Debarment" in the past.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2019 Kenworth Honored as Top Workplace for Women in Transportation - 2020 Kenworth Honored as Top Workplace for Women in Transportation - 2021 Kenworth Honored as Top Workplace for Women in Transportation - 2022 Kenworth Honored as Top Workplace for Women in Transportation - 2023 Kenworth Honored as Top Workplace for Women in Transportation - 2020 Kenworth Chillicothe receives Two Manufacturing Leadership Award In Operational Excellence. - 2021 Kenworth Chillicothe and Renton Assembly Plants receive Manufacturing Leadership Awards in Engineering and Production Technology. - 2020 Kenworth Chillicothe plant earns Gold Encouraging Environment Excellence Award - 2021 Kenworth Chillicothe plant earns Platinum Encouraging Environmental Excellence Award. - 2022 Kenworth receives Clean Energy Award - 2022 Kenworth Chillicothe and Renton Plants receive Three Manufacturing Leadership Awards - 2020 Paccar St. Therese Plant receives Manufacturing Leadership Award.
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 8% of Kenworth overall sales have gone to the governmental sector in the past 3 years.
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of Kenworth overall sales have gone to the education sector in the past 3 years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kenworth has held two consecutive Sourcwell contracts for commercial trucks since 2016. This is the only contract Kenworth is engaged in directly and produces annual volume approximately 250 to 300 new trucks. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. Some of the known dealer contracts are: - Florida Sheriffs Association with annual volume approximately 60 to 70 trucks. - Texas Buy Board with annual volume approximately 20 to 50 trucks.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kenworth does not have any GSA contracts or SOSA directly. A GSA contract is held by our Kenworth dealer in Baltimore with approximate annual sales of 15 to 50 trucks.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Jefferson County	Charles Tyler	205-743-9481
City of Decatur	Daniel Boutwell	706-266-3955
City of Birmingham	Cedrick Roberts	205-329-1933

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Jefferson County	Government	Alabama - AL	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	33 trucks	\$4,986,687.00
City of Huntsville	Government	Alabama - AL	Medium duty and heavy duty trucks placed in service. Multiple class 6, 7 and 8 truck models and multiple truck body types.	14 trucks	\$3,142,090.00
Clark County	Government	Nevada - NV	Medium duty and heavy duty trucks placed in service. Multiple class 6, 7 and 8 truck models and multiple truck body types.	11 trucks	\$2,466,455.00
Ventura County	Government	California - CA	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	10 trucks	\$1,877,577.00
City of Spokane	Government	Washington - WA	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	6 trucks	\$1,505,325.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	The Kenworth Sales Force consists of roughly 1,660 dealer sales executives, sales managers, sales representatives, and other sales administrative personnel through 480 plus dealership locations in all 50 United States and all Provinces in Canada. Nearly all Kenworth dealers currently conduct some level of sales to Sourcwell participating agencies through the current Kenworth contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in developing commercial vehicle solutions for end users. They custom design the truck specifications needed to meet the customer's needs including truck bodies and other equipment needed to offer a comprehensive quote. The dealer sales force is responsible for quoting, negotiating terms, ordering, delivering and any follow up services required to fulfill the participating agency's needs. Supporting the dealer sales personnel are more than 50 Kenworth Truck Company field personnel throughout U.S. and Canada that work closely with dealer sales personnel to provide guidance, expertise, engineering support and the overall highest level of responsiveness and customer satisfaction.
27	Dealer network or other distribution methods.	The Kenworth dealer network consists of 480 plus locations across U.S. and Canada. A list of dealer location is uploaded to supporting documents. A Kenworth dealer locator is also available online at www.kenworth.com/dealers .
28	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 480 plus Kenworth dealer locations. Each dealership service and parts department has highly trained individuals to support maintenance, repair and parts needs. Overall dealership service department statistics currently are: 6,151 Truck Service Bays (includes mechanical stalls, LNG/CNG stalls & BEV stalls) 5,511 Service Technicians 611 Mobile Service Units In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet all participating agency needs.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All quotes, ordering, delivery and training will be managed by our dealer salesforce and supported by the Kenworth field sales organization. Dealer sales personnel will quote and establish pricing based on the Kenworth Contract requirements and order truck chassis, truck bodies, and other equipment as needed to provide a complete vehicle solution. Orders are placed electronically by dealers to the Kenworth factory using the same system used for specing and establishing the list price, aka MSRP, needed to determine the contract not to exceed sale price. Dealer orders for participating agencies will include a special tracking code designating the truck or tractor is being ordered in accordance with all of the Sourcwell contract requirements.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kenworth dealers have established processes and procedures to promptly address customer service needs regarding vehicle maintenance and repairs. These dealers aim to adhere to specific guidelines to ensure superior customer service levels. Dealerships are mandated to employ trained technicians, extend their operational hours, and utilize an express lane bay for swift diagnostics. Kenworth's PremierCare Gold Certification requires dealers to meet specific criteria and standards. The PremierCare Gold Certified dealer network is dedicated to enhancing productivity through expedited diagnostics, exceptional service, mobile roadside assistance, and access to premium driver's lounge. — The PremierCare Expresslane service offers a professional diagnosis and a repair time and cost estimate within two hours. Each Kenworth PremierCare Gold Certified dealership has dedicated Expresslane technicians to ensure this rapid diagnosis. — Dealerships certified as PremierCare Gold provide factory-certified technicians who have advanced engine training and immediate access to a comprehensive inventory of quality parts, facilitating efficient service solutions. Additionally, these locations offer extended service hours on evenings and weekends. TruckTech+ professionals utilize Kenworth's TruckTech+ remote diagnostics system to pre-diagnose issues before the truck reaches the dealership. — Kenworth's PremierCare Roadside Assistance is available 24/7, year-round, across North America. By calling 1-800-KW-ASSIST, customers can connect with a skilled Kenworth truck specialist who coordinates emergency service and unplanned repairs, schedules preventative maintenance, and accelerates parts ordering. In case of a roadside breakdown, PremierCare at 1-800-KW-ASSIST identifies the nearest certified dealer, arranges towing if necessary, schedules service, and monitors the repair until completion. This service assists in managing breakdowns, warranties, and payments, if applicable. - Kenworth's TruckTech+ is an onboard/mobile diagnostic tool giving customers the ability to monitor their fleet's health and locate the nearest dealer. This system is evolving to also inform customers about parts availability and the nearest dealer's service entry time. - The Kenworth Customer Satisfaction Process (KCSS) is a program used by Kenworth to gather customer feedback on product and service experiences. Customers are contacted, and any unresolved issues are addressed promptly. Many Kenworth dealers also implement their own internal customer satisfaction standards and practices.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	The entire Kenworth commercial truck product line and truck parts are offered to all participating agencies through our extensive Kenworth dealer network in the United States including Alaska and Hawaii. Agency demand for our trucks is strong and we've successfully grown the volume year over year and delivered the highest quality trucks to participating agencies over the past two contracts.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	The entire Kenworth commercial truck product line and truck parts are offered to all participating agencies through the Kenworth Canadian dealer network covering all of Canada. Interest for Kenworth trucks has grown through the Canoe network as seen through increased quote activity, truck orders and deliveries over the past contract. This will continue to be a focus of growth for our Canada dealers.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All United States and Canadian areas will be fully served.
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All participating agencies in all sectors will be fully served.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions apply. Kenworth dealers will manage all shipping and delivery requirements needed to support participating agencies in those areas.

Table 7: Marketing Plan

Line Item	Question	Response*
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary strategy for promoting the contract involves leveraging our vast dealership network and approximately 1,860 dealer sales executives, sales managers, and sales representatives calling on and visiting municipal agencies. We have implemented a Sourcewell support program and online training modules accessible to all Kenworth dealers via our primary internal website. Nearly all of our dealers are actively engaged in promoting and selling the benefits of Sourcewell contract. Dealer promotion of the contract is through various means such as personal outreach, distributing flyers, hosting open house events, and utilizing additional printed materials. A professional brochure was developed specific for the Sourcewell contract and is being updated to include the latest models and battery electric vehicles. Examples have been uploaded in the supporting documents. Kenworth is committed to the ongoing development of marketing materials. The Sourcewell contract is actively promoted at national trade shows as well as local or regional trade shows in which the local dealership supports. Kenworth and dealers use the Sourcewell promotional materials available such as the "Awarded Contract" flags and giveaway items. Many dealers also participate in regional exhibitions specifically targeting the government and municipal sectors. We support and encourage dealer participation and assist with the dealers' creation of their own promotional materials for distribution and display at these events. Kenworth public relations department distributes national press release to the media to announce the Sourcewell contract, a practice we intend to maintain. Additionally, the Kenworth PR Department conducts customer testimonials and key purchases, such as the King County Battery Electric Order, and released to the national media. A sampling of a past press release is uploaded.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth Truck Company's website serves as the primary source for information on all its models and provides a comprehensive directory of all Kenworth dealers. In addition to our website, we actively engage with our audience through various social media platforms, including Facebook, Twitter, and LinkedIn. Our dealer network also leverages these digital tools to promote involvement with the Sourcewell contract and to communicate announcements related to customer procurement through this contract. Over the next several years, Kenworth Truck Company plans to significantly increase our social media presence, with a particular focus on content related to Sourcewell. Furthermore, Kenworth maintains a YouTube channel offering valuable content about our models and featuring customer testimonials. We also offer a mobile app, enabling users to conveniently access information on Kenworth models and locate dealer facilities using their smartphones.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's main role in promoting this contract will be to make it as easy as possible for agencies to find the appropriate equipment, parts, and truck related services through the various online resources available - primarily the main sourcewell-mn.gov website. Additionally, the training for dealer salespeople through in person courses, webcasts, or personal visits that Sourcewell personnel, such as those conducted in the past, are key to continually promoting the use of the contract. The training about the benefits and continual development of how to approach, listen and respond to agency needs is key to helping dealer salespeople develop the strong trusting relationship with their local agencies. Every day a Kenworth dealer someplace in the United State and Canada is working with an agency or potential participating agency to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to agencies under the awarded contract. The additional lead generating online process that Sourcewell has implemented has only enhanced and provides a means to help promote and connect agencies to Kenworth dealers. The process we deploy is similar to the normal sales process and is constantly being refined to provide agencies superior service and responsiveness.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Because of their custom nature, Kenworth trucks cannot be ordered through an e-procurement process. Trucks are exclusively available for purchase through Kenworth dealers. However, parts can be easily obtained through our industry-leading eCommerce tool, Online Parts Counter (OPC). Participating agencies will have access to over 1.4 million parts, available for order 24/7 from any location. This tool boasts mobile-friendly designs, advanced search and filtering options, alternative parts suggestions, and comprehensive product details.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealers provide on-site product training, maintenance/service training, and various other courses tailored to the municipal/vocational truck market as needed upon delivery of the vehicle. When dealing with specialized bodies, vendor-specific representatives are usually engaged to offer operator instructions and address related queries. Additional operator training and/or maintenance and repair training conducted as a training event are provided to a group of individuals upon request. The associated costs for such training will be agreed upon mutually between the Kenworth dealer and the requesting member.
41	Describe any technological advances that your proposed products or services offer.	Bendix Wingman and Meritor's OnGuard collision mitigation systems enhance driver safety through active braking and collision avoidance mechanisms utilizing forward-looking radar and windshield-mounted cameras. These systems also incorporate lane-keeping technology, side object detection, adaptive cruise control, and electronic stability control to prevent rollovers. High-Intensity Discharge (HID) headlights and LED headlights offer superior lighting capabilities. LEDs provide excellent wide-range/close-range lighting, while HIDs ensure optimal forward visibility. Zinc-coated frame rails and crossmembers reduce corrosion throughout the truck's lifespan. Additionally, through special request galvanized frame rails may also be available for certain applications. Kenworth's Digital Display features fully digital instrumentation, providing drivers with all necessary operational information. It can be configured to display as much or as little content as desired. TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop. - The optional Kenworth Nav-Plus infotainment system provides GPS navigation, cell phone (and future Apple Carplay) capabilities, vehicle monitoring including virtual gauges, rear camera display when connected to 3rd party cameras, voice recognition and control, bluetooth connections and WIFI capability all through a seven inch color touch screen display. The display is available in English, Spanish and French Canadian languages.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	PACCAR, the parent company of Kenworth, has invested more than \$7.8 billion in the past decade to enhance environmentally friendly practices in manufacturing and distribution, develop new vehicle models, and pioneer innovative technologies. Kenworth's facilities in Renton, Washington; Chillicothe, Ohio; and Ste. Therese, Quebec have earned the esteemed ISO 14001 certification. This certification acknowledges their effective environmental management systems, which are designed to support the environmentally sustainable production of trucks. Furthermore, 80% of PACCAR's manufacturing sites have achieved "zero waste to landfill" status. This has been accomplished through recycling, the use of reusable containers, and the composting of food and paper waste. Kenworth is also committed to reducing water usage through recycling initiatives, minimizing paint waste with robotic painting systems, and conserving energy through the adoption of new technologies. For example, Kenworth utilizes regenerative dynamometers that capture electricity during vehicle testing. In its product lineup, Kenworth currently offers battery electric vehicles (BEVs) and a comprehensive range of CNG and LNG engines for class 6, 7, and 8 vehicles. Additionally, Kenworth plans to introduce a hydrogen fuel cell/electric class 8 vehicle. This configuration will be available and added to this contract at a future date that has yet to be determined.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kenworth offers a comprehensive range of engines, all of which either meet or exceed the stringent emissions standards set by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). Our commitment to environmental responsibility extends beyond just our engines. All Kenworth manufacturing plants are ISO14001 certified, ensuring that our production processes adhere to the highest environmental standards. In recognition of our dedication to sustainability, Kenworth has previously been honored with the Environmental Protection Agency's Clean Air Excellence award. This accolade underscores our ongoing efforts to develop and produce environmentally friendly products. We continuously strive to advance our technologies to reduce greenhouse gas emissions, offering truck models with zero and near-zero emissions. While it's no longer mandatory, we still offer a selection of Kenworth models that are SmartWay Certified. This certification, granted by the EPA SmartWay Transport Partnership, reflects our commitment to collaborating with the freight industry to enhance energy efficiency and diminish emissions.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Since 2018, PACCAR has been recognized by the Women in Trucking Association (WIT) as a "Top Company for Women to Work for in Transportation". The Women in Trucking Association is an organization dedicated to promoting diversity and inclusion, with initiatives designed to foster success and provide opportunities for all. Women in Trucking Press Release uploaded. Furthermore, there are two recognized WMBE Kenworth dealerships: Kenworth of Louisiana, led by Jodie Tauton, and Rihm Kenworth, led by Kari Rihm.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kenworth specializes in the manufacture of superior-quality, highly customized commercial vehicles ranging from class 6 to class 8. We prioritize the production of high-quality, long-lasting, and extremely durable vehicles, offering customizable cab and chassis options to align with specific truck-related equipment needs. Our services include providing customizable frame layouts, enabling customers or truck equipment manufacturers to specify the placement of frame-mounted equipment to precisely match a specific body type. Additionally, Kenworth offers a range of commercial trucks designed to support sustainability objectives. Our selection includes vehicles equipped with natural gas engines, fully electric medium-duty and heavy-duty drivetrains, and upcoming models powered by hydrogen fuel cell technology. Headquartered in the Pacific Northwest of the United States, Kenworth has a century-long history of leveraging the latest technology to engineer efficient trucks. Our commitment to delivering transportation solutions that meet our customers' needs continues to drive our innovation today.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes, the Kenworth warranty covers our products parts and labor. Details regarding standard and extended warranty schedules are included in the uploaded documents. The coverage of warranties for Kenworth products varies depending on the specific model and components chosen. While Kenworth provides warranties that parts and labor for its products, some components may be covered by their respective manufacturers. For instance, Cummins engines come with a Cummins warranty, and warranty services for these engines are performed at Kenworth dealerships, with claims directly processed through Cummins. Similarly, Allison transmissions are covered by an Allison warranty. If a Kenworth dealer is not an authorized Allison warranty service provider, they would usually coordinate with a local authorized Allison repair center for any necessary repairs. Additionally, any add-on bodies or other truck-related equipment are covered by the warranties of their respective suppliers. Dealers generally collaborate with these suppliers to facilitate warranty repairs through the appropriate subcontractors.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a severe service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded. A Vehicle Warranty Quick Reference Guide has been uploaded to help further define.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Every breakdown scenario is unique. Kenworth dealers are equipped with the training to make critical decisions required to ascertain the best approach to rectify a warrantable breakdown. Should the breakdown occur within the initial 6 months, or 100,000 miles, and the dealer possesses the necessary resources and capability, and concludes that dispatching a technician for a road call is the most suitable solution, then the dealer will receive reimbursement for such calls under a Kenworth warranty repair.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Kenworth has more than 450 authorized dealers situated across all states of the U.S. and throughout Canada. You can easily find these locations by using the dealer locator tool on www.kenworth.com. It's important to note that for warranty repairs on Kenworth products, they must be carried out by an authorized Kenworth dealer. However, it's also worth mentioning that some warrantable repairs on specific components may be conducted by any authorized location that deals with that component make. Kenworth ensures that Sourcewell participating entities in the United States and Canada receive comprehensive warranty service. All warranty claims will be honored in line with the Kenworth Warranty Agreement applicable at the time of the initial purchase. Furthermore, warranty repairs will be executed following Kenworth's detailed policies and procedures, regardless of whether the truck was purchased from the servicing dealer. Kenworth is dedicated to maintaining the highest standard of service in fulfilling your warranty requirements.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items manufactured by other companies, such as bodies and additional equipment, are covered by the warranties provided by those specific manufacturers or service providers. The Kenworth dealer will help coordinate or perform the warrantable repair of the add on equipment and manage the claim with the appropriate entity. For items installed by the Kenworth factory but warranted by the component manufacturer, the repairs, when conducted at a Kenworth dealer, are processed through Kenworth Truck Company and then forwarded to the original manufacturer.
51	What are your proposed exchange and return programs and policies?	Since each Kenworth truck is custom-built to meet the specific requirements of the purchaser, we do not offer a standard exchange or return program. Any exceptions to this policy are subject to the judgement and approval of the selling Kenworth dealer.
52	Describe any service contract options for the items included in your proposal.	Service contract options would be managed through the Kenworth dealer network. Most dealers provide service contracts offering a range of options such as preventative maintenance, towing service, DOT inspections, tire exchange programs, oil analysis, and winter preparation. Service contracts directly through the Kenworth Truck Company are exclusively available through Kenworth's company-owned lease operations. PacLease, a division of PACCAR Inc., offers full maintenance leases, rental units, contract maintenance, and other fleet services as part of a comprehensive vehicle solution tailored to meet the needs of its customers. Many Kenworth dealers are involved in this type of business and are equipped to provide these services to customers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	The base payment terms are net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. However, most chassis will require a body installation so it will be mutually agreed upon between the Kenworth dealer and participating agency the appropriate payment terms. The selling dealer and participating agencies will mutually determine the best payment method. The Kenworth dealer can coordinate and assist in evaluating alternative payment strategies through Paccar Financial or other financial institutions.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Kenworth dealers will offer a full range of financing and leasing options including municipal leases through Paccar Financial, banks, dealer owned financial entities or other institutions such as those that have a Sourcewell contract.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The primary standard transaction system used to quote and order the custom class 5, 6, 7 or 8 truck is the Kenworth proprietary PremierSpec sales tool. All vehicle quotes and orders will be through a Kenworth authorized dealer. Dealer Salesperson determines truck model and generates compatible specifications that meet the customers need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec chassis summary report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the agency discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory. An example vehicle summary report is uploaded. Since every State has unique laws and requirements and each total vehicle solution vary greatly depending on use application and body type, each dealership has truck order forms and unique terms and conditions to that are specific to the dealer group and/or area. Kenworth Truck Company does provide a standard Sourcewell contract calculator for all dealerships to use when quoting to help assure pricing integrity to the contract pricing matrix. Given the unique nature of commercial vehicles and the vast number of different bodies that may be installed, the final terms and conditions are mutually agreed upon between the dealer management and participating agency. Standard and optional extended warranty agreements are generated by Kenworth Truck Company and are the same for all dealers in the U.S. or same for the dealers in Canada. Copies are uploaded. Custom warranty agreements are available specific to the end user and are generated by Kenworth Truck Company.
66	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Truck Chassis Pricing is based on product model discounts: Kenworth truck chassis pricing for class 5 through 8, including battery electric vehicles (BEV), is the custom spec'd truck chassis list price, also known as the "Total Adjusted Price (w/o freight & warranty & surcharges)" in the PremierSpec chassis summary report, less the contract discount for the specific model. Any Tax, CARB required warranty or surcharge, or FET and other Government fees will be applied if applicable. The prices will be in US Dollars. For Canadian agencies purchasing through Cencos, an exchange rate will be added by the dealer at the time of proposal. Each truck quote is custom to meet the needs of the participating agency and therefore final list price varies greatly based on the final set of specifications desired and required to meet the agencies application need. This calculated agency price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S. or Canada. See the uploaded "Sourcwell Discount Matrix for Kenworth Trucks" with the specific discounts by each truck model, the instructions to calculate pricing, and a pricing example that includes a sourced body. Agency price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, subscriptions, special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the agency chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any flooring or storage costs required, or as mutually agreed upon, for time to allow body installations or services. Agency prices for all electric vehicle support services, Infrastructure analysis, and charging systems pricing will be quoted at dealer truck sales department cost plus no more than 5%. Kenworth Truck Parts - PACCAR Parts: The pricing for PACCAR parts is based on product category discounts. The discounts are a percentage off list price amount that range from 0% to 62.96%. Participating agencies will apply for a Paccar Parts Fleet Services (PPFS) account. After applying, establishing credit, and receiving approval, a PPFS account number will be assigned. The PPFS account is required to assure the Sourcwell Kenworth Parts discounts are provided, PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcwell Discount Matrix for Kenworth Parts - United States and one for Canadian is uploaded under Pricing. Used Trucks: Used truck pricing is not to exceed 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For Kenworth truck chassis the discount from the total list price, generated through the selection of custom options in the PremierSpec System, ranges from 7% to 42.8% depending on the specific model. See the uploaded Kenworth contract discount price matrix for the schedule of discounts off list price for each truck model. Again, it's important to note that each vehicle is custom designed, and the final list price will vary depending on final specifications selected to meet application requirements and agency needs. Truck bodies, equipment, and services are limited to dealer truck sales department cost plus no more than 5% markup. For Kenworth - PACCAR Parts: The discount from the list price ranges from 0% to 62.96% for United States participating agencies from 0% to 60.81% for Canadian participating agencies. The PPFS account is required to assure the Sourcwell Kenworth Parts discounts are provided, the PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcwell Discount Matrix for Kenworth Parts - United States and one for Canadian is uploaded under Pricing. For Used Trucks, it's extremely difficult to quantify a discount due to the extreme variability of custom specification, truck conditions, geographic impacts, body types and condition, and overall market demand. For this reason, used trucks offered by Kenworth Truck dealers are set at a "not to exceed" price of 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value, or truck sales department cost plus 5%, value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.
59	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing included in this offer includes discounts that take into account the total potential volume of all participating agency purchases combined. However, for high volume purchases in a single event, additional discounts will be considered on a case by case by the Kenworth dealer and Kenworth Truck Company cooperatively.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options." For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All sourced products and services are priced at the Kenworth Truck Dealer New Truck Sales Department cost plus no more than 5% markup. The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the end users need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage and flooring costs may also be quoted, if needed and agreed upon between member and dealer, to manage the costs associated with a chassis waiting for a period of time to allow a body or service installation. All related products mentioned above will be priced no higher than the Kenworth dealer new truck sales department cost plus 5 percent. An example of the common sourced bodies are : Ambulance Truck, Armored Truck, Asphalt Spreader, Attenuator Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffitt Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landscape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. An example of common add on truck equipment is wheel nut covers, mudflaps, fairings, pinle hook, trailer brakes and electrical connections, sleepers, crewcab and extended cab modifications, dual steering modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska.

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any perils that impose such costs and their relationship to the Proposer.	Many States or local political divisions have unique laws and potential taxes that are not included and would be added by the selling dealer as required by law. Additionally, unique surcharges may or may not be required depending on the State of registry or use. An example is with the California Air Resources Board (CARB) and the State of California in which a surcharge is required for certain engines to be used in that State.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Kenworth factory to the first specified delivery location in the continental United States or Canada is included. Additional transport, most often from the body installer to the local dealer and then for final delivery to the end user, will be arranged by the selling dealer and included in the complete vehicle offer at a price not higher than the dealer sales department cost plus 5 percent. Transport required to deliver to Alaska, Hawaii or other U.S. territories would be offered and priced the same as the additional transport associated with body installations mentioned above.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight from the Kenworth factory to the first specified delivery location in the continental United States or Canada is included. This could include a port in the continental United States, or Canada. Any additional freight for ocean shipment, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off-shore would be priced at the Kenworth dealer sales department cost plus no more than 5 percent.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Kenworth offer includes all dealer stock units ready for service. The discount matrix applies and supports those participating agencies with the ability to purchase and place in-service needed equipment within weeks compared to months. Additionally, any unique delivery requested by the participating agency is possible. For example, if the agency wishes to purchase the truck chassis separately from the truck body, the delivery of the cab and chassis can be made to any location as they need which would be arranged, and quoted, if necessary, by the Kenworth dealer. For ordered units that require the highest level of expedited shipping from the Kenworth factory, dealer factory pickup or a single drive versus 3 way or 4 way transport may be available and would be determined and quoted by the Kenworth dealer at no more than the sales department cost plus 5 percent.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Kenworth is providing a pricing structure that is better than what is being offered through other cooperative organizations. Additionally, for quantity deals Kenworth and the Kenworth dealer have provided, and will continue to provide, additional special discounts and incentives.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A pricing calculator has been developed for dealer sales personnel to use when quoting vehicle solutions to participating agencies. The calculator assures the pricing is correct up front during the initial quoting process and assists the dealer in documenting all the economic details. Units are ordered using a special tracking code which assure the units will be reported when final delivery and in-service takes place. At that point, the dealer will use an online link to report additional and final information needed to populate all the required information in the quarterly report. This process has been in place for the past 24 months and has resulted in a substantial improvement in timely reporting and fee remittance. Additionally, the same online link is used by dealers to manage offering participating agencies units from pre-made dealer stock, reporting the detailed information necessary for the quarterly report, and assuring a process and action to assure the administrative fee is collected. All reporting, collection of administrative fees, and final remittance are completely managed by Kenworth Truck Company.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary measurement of success has been unit delivery metrics by state measured quarterly. In addition, those areas that appear to lack typical volumes are addressed by regional sales managers with dealer management to assure sales representatives are properly trained, have the tools to seek out and connect with potential agencies.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kenworth proposes a \$750 flat administrative fee per New Truck or Tractor vehicle to be paid quarterly. Kenworth proposes a 0.5% administrative fee for parts purchases quarterly provided there is a minimum \$250,000 total purchases in the quarter. For quarters with total parts purchases less than \$250,000 the proposed fee is 0.0%. Kenworth proposes a \$250 flat administrative fee per used truck or tractor vehicle to be paid quarterly.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 only. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems only.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal. Kenworth is offering all truck and tractor models, truck parts, used trucks, and financial and municipal lease services. All offerings are through our contracted Kenworth dealer network throughout the United States and Canada. The truck and tractor products include the entire Kenworth product line of class 5, 6, 7, and 8 vehicles with GVW / GCW ratings from 16,000 lbs. to 140,000 lbs. The base models are: T180, T280, T380, T480, K270, K370, T680, T800, T880, W900, W990 and C500 that include multiple fuel types such as diesel, natural gas, electric, and future additional options such as gasoline, hydrogen, or propane. Biodiesel blend is also offered. Drive types offered include 4x2, 4x4, 6x4, 6x2, 6x6, as well as factory installed pusher axles. Highly specialized vehicles are also offered such as twin steer, right hand drive, or dual drive type configuration. Current electric vehicle models include K270e 4x2 in 26,000 GVWR non-CDL truck configuration. K370e 4x2 in 33,000 GVWR CDL truck configuration. T680e 6x4 in class 8 tractor or truck configuration. Future models will be added as they become available such as hydrogen fuel cell vehicles and next generation battery electric models which match better with vocational bodies and applications. These truck models include all possible factory assembled sales code options included in published data books and non-published factory options (NPO items). All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are offered as well. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will work with truck equipment manufacturers (body companies) and other entities for necessary equipment and/or services required to meet the needs of the agency and application. This includes, but is not limited to, bodies such as: Ambulance Truck, Armored Truck, Ashak Spreader, Aterwater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffitt Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landscape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook, Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, Wrecker Truck, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, refurbishing, and repainting. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the body and application solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis. Or when the agencies' location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, aftertreatment, transmissions, bodies or any other truck related optional extended warranties are offered. Kenworth Truck dealers will work directly with agencies to develop a complete vehicle offering that meets the agencies specific needs. Given the custom nature of each truck being designed to meet the end user and application need, Kenworth dealers and the participating agency will mutually agree upon what is needed in the overall quote, the final delivery expectations, and final terms, conditions, currency type, and payment method. All Kenworth U.S. and Canadian dealers are engaged, supported, and eager to grow relationships and sales with participating agencies to meet their unique and specific commercial vehicle transportation needs. Truck Parts: Kenworth is offering 1.4 million different commercial PACCAR Truck Parts supporting all Kenworth and other types of commercial vehicles through all Kenworth dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter - parts.kenworth.com. Used Trucks: Kenworth is offering any type of used commercial truck available through Kenworth dealers.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. Truck Parts: Kenworth is offering 1.4 million different commercial PACCAR Truck Parts supporting all Kenworth and other types of commercial vehicles through all Kenworth dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter - parts.kenworth.com. Used Trucks: Kenworth is offering any type of used commercial truck available through Kenworth dealers. Paccar Financial: Kenworth is offering through Paccar Financial lending and lease services. Battery Electric Vehicles (BEVs) require more supporting services than typical ICE vehicles. Kenworth offers assistance both directly and through contracted third parties to analyze the agencies infrastructure needs, establish a comprehensive plan that includes site analysis and recommendations, power / Grid analysis, construction and appropriate charger plans. Additionally, Kenworth has personnel dedicated to assist agencies with funding, grant writing, and application assistance for incentive funds that may be available.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety. Kenworth trucks are designed and built to the highest quality standards. Kenworth uses high strength aluminum cabs and high-quality materials and components that are tested and pass the extreme tests conducted at the Paccar Technical Center. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Kenworth was founded by building high quality, durable, rugged vocational trucks and our cabs can withstand the most severe duties such as heavy dump off road applications. Kenworth trucks are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" to accommodate each type of application. Kenworth offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service. Standard on nearly every Kenworth truck model, Kenworth's TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop. Kenworth offers a wide array of standard and optional safety items including LED Headlights, automatic traction control, roll stability, collision avoidance systems with automatic braking such as Bendix Wingman Advanced and Bendix Fusion, lane departure warning, lane centering, side object detection, Bluetooth radios, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety. Additional driver and user safety features include, but are not limited to, driver self-check which assist with daily driver DOT inspections, headlights on with wipers, audible alarm when door open without park brake, battery disconnect switches, auto neutral with parking brake, various PTO control interlocks, seat belt and occupancy sensors and warnings, high visibility hand holds for cab entry and egress, orange or red seat belts, RollTek side air-bag seats, keyless remote, reverse warning alarm, customer body builder tell-tails (for boom out of stow for example), and constant onboard systems diagnostics with high visibility indicators.

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Kenworth conventional truck models include wide hood openings, up to 90 degrees, with hood safety locks to assure they stay up in windy conditions. The hood opening allows for easier driver checks, maintenance and service procedures. Standard on nearly every Kenworth truck model, Kenworth's TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop.
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Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered*	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	☐ Yes ☒ No	Both Chassis Types (ICE and BEV)	Currently Kenworth does not offer a class 4 chassis.
75	Class 5 chassis	☐ Yes ☒ No	Internal Combustion Engine fuel types (ICE)	Kenworth offers a class 5 ICE chassis in a hydraulic brake, 4x2 truck configuration that includes optional installation of any and all body types required to meet the participating agencies need. Diesel, biodiesel blend, and natural gas are available and future gasoline, hydrogen and propane potentially. Potential future availability of battery electric is also possible.
76	Class 6 chassis	☐ Yes ☒ No	Both Chassis Types (ICE and BEV)	Kenworth offers multiple class 6 chassis models. Two with ICE and one fully battery electric (BEV). ICE models available in 4x2 truck or tractor configuration, all-wheel drive, Diesel, biodiesel blend, and natural gas. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. Available in hydraulic or air brakes. These models are highly customizable and include options for extended front frame rail for front engine PTO or snowplow applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: Ambulance Truck, Armored Truck, Ashalt Spreader, Attenuator Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landscape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook, Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in cabover 4x2 truck configuration.
77	Class 7 chassis	☐ Yes ☒ No	Both Chassis Types (ICE and BEV)	Kenworth offers multiple class 7 chassis models. Two with ICE and one fully battery electric (BEV). ICE models available in 4x2 truck or tractor configuration, all-wheel drive, Diesel, biodiesel blend, and natural gas. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. Available in hydraulic or air brakes. These models are highly customizable and include options for extended front frame rail for front engine PTO or snowplow applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: Ambulance Truck, Armored Truck, Ashalt Spreader, Attenuator Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landscape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook, Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in cabover 4x2 truck configuration.

78	Class 8 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Kenworth offers more than 20 class 8 chassis models. Over twenty models with ICE and one fully battery electric (BEV). ICE models available in 4x2, 4x4, 6x4, 6x6, and 8x2 truck or tractor configuration, all-wheel drive, factory installed pusher or tag axles, GVWR's and GCWR's from 33,000 lbs. to 140,000 lbs., diesel, biodiesel blend, and natural gas engines. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. These models are highly customizable and include options such as extended front frame rails for front engine PTO or snowplow applications and rear engine PTO applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: : Ambulance Truck, Armored Truck, Asphalt Spreader, Attenuator Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffitt Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landscaping Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook, Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in class 8 6x4 tractor or truck configuration.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	All related body equipment and upfitting is offered. This includes but is not limited to: All type of truck bodies, equipment, accessories, training or other services, and financing options necessary to provide a comprehensive and complete vehicle solution. See Table 14B. Line 70 for the list of body types, equipment, tools, support devices, and services that are included in this offer and pricing is established at the dealer's New Truck Sales Department cost plus no more than 6% markup. Battery Electric Vehicles (BEVs) require more supporting services than typical ICE vehicles. Kenworth offers assistance both directly and through contracted third parties to analyze the agencies infrastructure needs, establish a comprehensive plan that includes site analysis and recommendations, power / Grid analysis, construction and appropriate charger plans. Additionally, Kenworth has personnel dedicated to assist agencies with funding, grant writing, and application assistance for incentive funds that may be available. Commercial Truck Parts: Kenworth -- PACCAR Parts is offering over 1.4 million commercial truck parts supporting all Kenworth and other types of commercial vehicles. After applying and receiving approval for a Paccar Parts Fleet Account, purchases can be made through the Kenworth dealer network or through an optional Online Parts Counter available 24 hours a day, 7 days a week, and 365 days a year. The site is located at www.parts.kenworth.com. The pricing for PACCAR parts is based on product category discounts. The discounts are a percentage off list price amount that range from 0% to 62.96%. Participating agencies will apply for a Paccar Parts Fleet Services (PPFS) account. After applying, establishing credit, and receiving approval, a PPFS account number will be assigned. The PPFS account is required to assure the Sourcewell Kenworth Parts discounts are provided, PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for Kenworth Parts -- United States and one for Canadian is uploaded under Pricing. Used Trucks: Kenworth is offering any type of used commercial truck available through the 480+ Kenworth dealer locations. Used truck pricing is not to exceed 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems only. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☐ No	
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☐ No	
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☐ Yes ☐ No	
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☐ Yes ☐ No	
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☐ Yes ☐ No	
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☐ No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Kenworth Truck and Parts Pricing.zip - Monday March 25, 2024 14:02:52
- Financial Strength and Stability - PACCAR 2023 Annual Report.pdf - Friday March 22, 2024 16:24:33
- Marketing Plan/Samples - Marketing Samples and model brochures used.zip - Wednesday March 27, 2024 19:01:20
- WMBE/WBE/SBE or Reliance Certifications - WMBE awards.zip - Tuesday March 26, 2024 09:46:44
- Warranty Information - Warranty Documents.zip - Tuesday March 26, 2024 09:36:29
- Standard Transaction Document Samples - Standard Document Samples.zip - Tuesday March 26, 2024 09:38:02
- Requested Exceptions - Exceptions.pdf - Tuesday March 26, 2024 09:53:17
- Upload Additional Document - Dealer Locations sample body company list and technology leader examples.zip - Tuesday March 26, 2024 10:05:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treas.gov/ofac/downloads/sdnlist.cdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/> SAM; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director Medium Duty Trucks, Kenworth Truck Co.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1



Contracting Opportunity

Title: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 032824

CR Number: 2106365

Contract Term: 4 years

Date of Issue: 02/08/2024

Due Date/Time: 03/28/2024 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Autocar Truck

Certified Stainless dba West-Mark

Crane Carrier (Battle Motors)

Kenworth

Lion Electric Co.

Mack Trucks

National Auto Fleet

Navistar (International Truck)

Peterbilt

Contact Information

Primary contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

© 2024, Empire State Development <http://www.esd.ny.gov/>

Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2580077, CLASS 4-8 CHASSIS AND CABS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

State of OR

County of Multnomah

}
} SS:
}

I, Michelle A. Ropp, being duly sworn, depose and say that I am the 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 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:

CLASS 4-8 CHASSIS AND CABS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
SOURCEWELL

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:

02/09/2024.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 12th day of February 2024

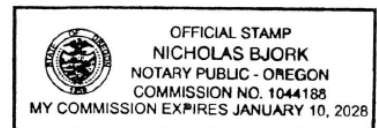
By:

Michelle A Ropp

Michelle A. Ropp

By:

Nicholas Bjork



Nicholas Bjork
Notary Public, State of OR
No. 1044188

My commission expires on January 10, 2028

EXHIBIT A

SOURCEWELL
CLASS 4-8 CHASSIS AND CABS
WITH RELATED EQUIPMENT,
ACCESSORIES, AND SERVICES
Proposals due 4:30 pm,
March 28, 2024

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Feb. 9, 2024. 2580077

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Lisa Truax
Po Box 219
Staples MN 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

02/08/2024, 02/15/2024

and that the fees charged are legal.
Sworn to and subscribed before on 02/15/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$42.55

Order No: 9823627

Customer No: 1191238

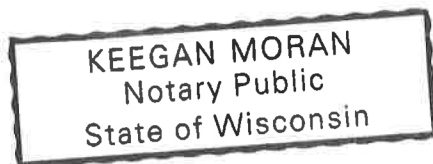
PO #: LOKL0058504

of Copies:
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2.14.28

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



Request For Proposals
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

LPXLP

February 8, 15 2024

LOKL0058504



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	517679	Print Legal Ad-IPL01584420 - IPL0158442		\$160.64	1	18 L

Attention: Carol Jackson

SOURCEWELL

PO BOX 219

STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Class 4-8 Chassis and Cabs with Related Equipment**, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0158442
Feb 8 2024

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:

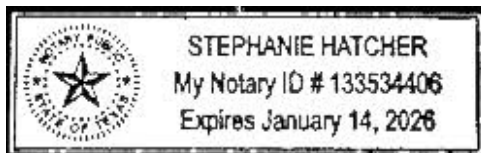
02/08/24

Tara Pennington

Sworn to and subscribed before me this 14th day of February in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



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.

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ANALYSIS

Don't mistake NCAA win for final result

Adam Sparks

Knoxville (Tenn.) News Sentinel
USA TODAY Network

The NCAA scored first against the Tennessee attorney general in hopes of upholding its rules regarding name, image and likeness (NIL) benefits for college athletes.

A federal judge denied a requested temporary restraining order Tuesday, creating a speed bump for the states of Tennessee and Virginia in their quest to pause NCAA rules regarding name, image and likeness benefits for college athletes.

But don't mistake the NCAA's early lead for the final result.

Here's what the ruling means for the federal lawsuit and the University of Tennessee:

NCAA won first battle but not war

This is a small victory for the NCAA because it keeps NIL rules in place, at least for a few more days.

But there's no time for the NCAA to celebrate. There will be an injunction hearing in Greeneville, Tenn., on Feb. 13, when NIL rules could be frozen until the case is decided.

Judge Clifton Corker made that distinction clear in his order.

"The court addresses only plaintiffs' request for a (temporary restraining order) at this stage of the proceeding," he wrote.

Tennessee Attorney General Jonathan Skrmetti requested emergency relief to halt NIL rules before Wednesday, the start of the Division I football regular signing period, when recruits can sign a letter of intent with a university.



The Tennessee football team runs through the T during a game against Tennessee Tech in 2021. BRIANNA PACIORKA/KNOXVILLE NEWS SENTINEL

But Corker said those requirements for urgency were not met.

If the injunction is granted, however, it would be a much bigger loss for the NCAA and make this restraining order obsolete. But if the NCAA also fends off the injunction, it will compound the states' losses.

Judge pointed to obstacles ahead for NCAA

Speaking of that injunction, Corker appeared to indicate the NCAA faces an uphill battle to win the next round, spe-

cifically against charges that its NIL rules violate antitrust laws.

"Considering the evidence currently before the court, plaintiffs are likely to succeed on the merits of their claim under the Sherman Act (antitrust)," Corker wrote.

He said the "NCAA's NIL-recruiting ban likely harms competition" and therefore is "anticompetitive." Furthermore, he said the rules in question "likely foster economic exploitation of student-athletes."

Those are harsh words and a high hurdle for the NCAA to clear.

The suit also asserts the NCAA's NIL rules are unfair because athletes aren't allowed to negotiate NIL contracts or communicate with schools directly about NIL opportunities before enrolling or signing a letter of intent.

Corker agreed.
"The NCAA's NIL-recruiting ban is, in effect, 'an agreement among competitors to refuse to discuss prices with (recruit) until after negotiations have resulted in the initial selection of (an institution),' Corker wrote. "... It appears to be anticompetitive."

NCAA investigation into Tennessee moves forward

Although the Tennessee attorney general's lawsuit was never tied directly to the NCAA's investigation into allegations that UT broke NIL rules, they were always related.

Since the NCAA held off this assault, at least for another week, UT should expect the investigation to continue. But the direction of the probe could hang in the balance.

If the injunction is denied, the NCAA could be emboldened to continue its investigation.

But if the injunction is granted, don't be shocked if the NCAA pauses its probe or suddenly reduces its focus to minor allegations.

After all, would the NCAA seek to punish UT for breaking rules in the past that are unenforceable in the present? It certainly could, but that would be bold.

UT acknowledged the investigation exists, but it has not received a notice of inquiry.

So there's still time for the investigation to heat up or cool down.

Messi plays in Tokyo to end Inter Miami world tour

Safid Deen

USA TODAY

Lionel Messi entered in the second half of a soccer match in Tokyo on Wednesday and nearly scored in 30 minutes of action, salvaging the end of Inter Miami's worldwide preseason on a positive note.

Messi entered in the 60th minute of Inter Miami's match against Japanese champion Vissel Kobe at Japan National Stadium and appeared close to full strength from his adductor injury, which caused him to miss a match in Hong Kong on Sunday.

Inter Miami's match with Vissel Kobe ended in a scoreless draw, but both sides participated in penalty kicks to decide the game. Vissel Kobe won 4-3 with Messi not participating.

Messi nearly found the back of the net in the 78th minute, but his shot was blocked by the goalie. And his rebound nearly entered the net before another defender kicked it away. Messi also had several sequences where he dribbled into the penalty area in attempts to facilitate for his teammates.

Goal or not, Messi delivered on the pitch in Tokyo after his absence due to injury in Hong Kong on Sunday, which left fans and local officials feeling duped despite watching him participate in a practice with local children one day earlier.

Big business turned into a bout of bad business, forcing Messi to clear the air in a press conference Tuesday and play in Tokyo on Wednesday.

Inter Miami made stops in El Salvador, Dallas, Saudi Arabia, Hong Kong and Tokyo to capitalize on Messi's mystique during its preseason.

But Messi's absence in Hong Kong was a blow to the brands of Messi, Inter



Inter Miami's Lionel Messi controls the ball during the friendly match Wednesday against Vissel Kobe at the National Stadium in Tokyo. EUGENE HOSHIKO/AP

Miami, and the MLS.

Messi was listed on Inter Miami's roster and announced in the stadium as a substitute for the match. But Messi was not among his teammates warming up for the match before the game.

When the second half began, Messi came back out of the locker room wearing a heavy jacket and long warmup pants, but wearing cleats instead of sneakers. He began warming up on the sideline as the second half began, much to the pleasure of the fans inside Japan National Stadium.

It appeared the rest seemed to help Messi, who entered in the 60th minute and told Gregor to keep the captain's arm band. It was distinctly different from his brief appearance last Wednesday in Saudi Arabia where he was testing out his injury and played conservatively.

Messi ran at a fast pace and his feet were engaged, dribbling into crowds of defenders as he tried to facilitate for teammates in the penalty area in his first five minutes. It appeared Messi ended the match unscathed.

But the same couldn't be said for his fellow Barcelona teammates Sergio Busquets, who slowly walked off in the 25th minute with a left ankle injury, and Jordi Alba, who finished the match despite aggravating his right groin muscle.

Luis Suarez, who missed the Hong Kong match due to knee inflammation, started in Tokyo and attempted a bicycle kick in the 72th minute, but his left-footed shot was close to the net. He came off in the 75th minute.

Inter Miami had some tough decisions to make at halftime. Should Messi even play after Busquets and Alba suffered injuries? It would seem logical for Inter Miami to remain careful to the world's best player. But the pressures of that decision after the backlash Messi and Inter Miami faced after he sat out in Hong Kong made the judgment call murky.

Messi left the pitch after giving away his jersey, waving to fans on his way to the locker rooms.

After two weeks in the Middle East and Asia, Inter Miami is heading home to South Florida and will complete its travels clocking in at more than 25,000 miles in the air – enough to circle the globe once.

What is Messi's next match, Inter Miami's upcoming schedule?

Inter Miami returned home after its match in Tokyo on Wednesday.

One week later, it will host its final preseason match against Argentine club Newell's Old Boys, Messi's hometown team, on Feb. 15 at DRV PNK Stadium.

Inter Miami begins the 2024 MLS season at home against Real Salt Lake on Feb. 21 and will travel to face the Los Angeles Galaxy on Feb. 25.

MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

To view more Classified listings, visit: classifieds.usatoday.com

NOTICES PUBLIC NOTICE Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://portal.sourcewell-mn.gov Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered. To advertise in USA TODAY, call: 1-800-397-0070	PUBLIC NOTICE The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories: • 240201 Renewable Energy and Solar Solutions (2 Part with JOC) • 240202 Portable Modular Buildings (2 Part with JOC) • 240203 Fire, Firearm, and Active Shooter Safety and Security Solutions (2 Part with JOC) Proposal is due and will be opened on March 15, 2024, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions. Place your advertisement in USA TODAY! Call: 800-397-0070	BUSINESS BUSINESS OPPORTUNITIES I FOUND A WAY TO POT'L EARN \$500 PER DAY! That's Pot'l \$182k a year. Not m/m. No forex. No crypto. FREE 7 Min Video www.YourPersonalClosingTeam.com Call our Hotline 24/7 @ 1-800-995-0795 Pet Industry - Recurring Revenue Business Partner wanted to help launch and grow our uniquely designed disposable cat litter system, target market more than 58 million pet cats in America. Equity and shared revenue for expertise and limited financial investment. Contact Roy: 416-292-8291	TRAVEL CAMPGROUNDS Celebrate this year at Boulder Creek Lodge Montana "The Happiest Place in Montana" Plan Your 2024 Vacation Now! Think Montana Boulder Creek Lodge in beautiful southwest Montana is located between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles north of Phillipsburg, Mt or midway between Glacier National Forest and Yellowstone. During your visit plan on fishing, sapphire mining, visiting ghost towns, and visiting a famous candy store. Destinations within a short drive of the resort: Phillipsburg, Butte, Deer Lodge, Anaconda, Missoula, and Helena, Montana. Resort features: Cabins, Glamping Tips and Contestoga Wagon, RV Park, restaurant and free strong wifi. Boulder Creek Lodge Montana Call 406-859-3190 www.bouldercreeklodgemontana.com 4 Boulder Creek Road, Hall, Montana 59837
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Open & competitive opportunity

Rural Municipalities of Alberta (RMA)

Request for Proposal

Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

APC Reference # AB-2024-01007

Internal Reference # AB-2024-01007

Closed to Submissions
Mar 19, 2024 - 9:00:00 pm (MST)

Contracting Organization

Rural Municipalities of Alberta (RMA)

Bookmark

Open

Evaluation

Selection

Assessed

Posting Date & Time

Thu - Feb 8, 2024 - 9:00 am (MST)

General Info

Contact Info

Document Downloads

Interested Suppliers

When the information in this online posting varies from the downloadable documents (see below), the information in the documents always supersedes the information shown below.

General Info

Contracting Organization

Rural Municipalities of Alberta (RMA)

Organization Address

2510 Sparrow Drive
Nisku, CA AB
T9E 0N5
CA

Posting Type

Open & competitive opportunity

Solicitation Type

Request for Proposal

Region(s) of Delivery

Alberta

Trade Agreement(s)

NWFTA - TILMA & CFTA & CETA & TCA

Description/Summary

Canoe Procurement Group of Canada, is posting the solicitation on behalf of Cwicheo BC, RMA, SARMA, AMM, LAS, UMBH, NSFM, FPEM, FMH, HWTAC, NAM, AVC and its current and potential Members and represented Associations and their Members, which includes all MASH/HAUSH sections, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not for profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut. Request for Proposal (RFP) to result in regional and/or national contract solutions under the rules and regulations of Canadian trade agreements (including Canadian Free Trade Agreement (CFTA) Chapter 5, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement (CETA) Chapter 19, New West Partnership Trade Agreement (NWPTA), Atlantic Trade and Procurement Partnership (ATPP) as applicable). Canoe/Sourcewell is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov/>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 20, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered. 1. Sourcewell and Canoe are seeking proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services. Awards under this solicitation for Class 4-8 chassis and cabs[] will be in two (2) categories. Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it as seeking an award in Category 1 only. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems only. Category 1: All engines, fuel, and propulsion type chassis and cabs: a. Internal Combustion Engine fuel types including but not limited to: Gasoline, Diesel, Propane Autogas, CNG, Biodiesel, or other alternative fuels for the following class chassis: i. Class 4; ii. Class 5; iii. Class 6; iv. Class 7; v. Class 8; b. Battery Electric Vehicle (BEV); Fuel Cell Electric Vehicle; Hybrid Electric Vehicle; or other alternative Electric Propulsion Systems for the following class chassis: i. Class 4; ii. Class 5; iii. Class 6; iv. Class 7; v. Class 8. Proposers may include related equipment, accessories, parts, upfitting, services, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 1 above. Category 2: Electric Propulsion Systems only chassis and cabs: a. Battery Electric Vehicle (BEV); Fuel Cell Electric Vehicle; or other alternative Electric Propulsion Systems for the following class chassis: i. Class 4; ii. Class 5; iii. Class 6; iv. Class 7; v. Class 8. Proposers may include related equipment, accessories, parts, upfitting, services, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 2 above. 2. The primary focus of this solicitation is on Class 4-8 Chassis and Cabs. This solicitation should NOT be construed to include services-only, or transit bus solutions. 3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below: a. Automobiles, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #091021); and b. School Buses with Related Accessories, Supplies, Parts, and Services (RFP #081023). 4. The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances. 5. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov/>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time. 6. Following submission of proposals, negotiations may be permitted.

Estimated Contract Start Date

May 1, 2024

Estimated Contract End Date

May 1, 2028

Estimated Contract Duration

3 Year(s) – 51 Week(s) – 6 Day(s)

*These estimated contract dates and duration are only estimates and subject to change.

Open & competitive opportunity - Rural Municipalities of Alberta (RMA) - Request for Proposal

Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

UNSPSC Commodity Codes

The United Nations Standard Products and Services Code (UNSPSC) is an international classification system for products and services. You can use these codes to search for opportunities/notices that match the specific categories of products and/or services you supply. Previously used Goods and Services Identification Number (GSIN) codes are also listed, where available, as a convenience to Suppliers.

Code

GSIN Code

Description

Code Level

There are currently no items to display

Note: Access the full open dataset of codes used in APC at [Open Government](#).

Contact Info

When you have questions, please contact the Contact Person below: **only by email**

Contact Person

Tara Wolfe

Method of Contact

tara.wolfe@sourcewell-mn.gov

Address

2510 Sparrow Drive
Nisku, Alberta
Canada
T9E 0N5

Document Downloads

Documents		
Document Name	File Info	Download All
Supplemental Information		
2024 02 07 RFP_032824_Class_4-8_Chassis_Canoe.pdf	PDF • 2.3 MB	Download
Notice.pdf	PDF • 52.2 kb	Download
Provincial Associations - Public Sector Agencies 2024.xlsx	XL SX • 126.6 kb	Download

Interested Suppliers

Prior to submitting a response to an opportunity, you should express interest before its Closing Date, so that your business name is published in the Interested Suppliers list below and you are subscribed to email notifications of updates to the opportunity.

Additionally, you may also choose to explicitly indicate interest in potential partnership inquiries from other Suppliers for this opportunity and publish your preferred contact information in the Interested Suppliers list.

Note that you will automatically be deemed as having expressed interest in an opportunity when you download any opportunity documents. You can update your interest in the opportunity and/or in partnerships at any time before the Closing Date, after which expressing and/or updating interest will NOT be available.

Interested Suppliers list

Interested in partnerships with other Suppliers

☐ Only display Suppliers interested in partnerships with other Suppliers.

Suppliers who express interest in this opportunity (see "Express interest" above) will be listed here. Check back later.

Bid Type

RFP

Bid Number

032824

Title

Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Start Date

Feb 8, 2024 9:05:00 AM CST

End Date

Mar 28, 2024 4:30:00 PM CDT

Agency

Sourcewell

Bid Contact

Tara Wolff
(218) 541-5362
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date

Feb 28, 2024 10:00:00 AM CST

Location

Online Conference

Notes

Login information will be emailed two business days prior to the event to those registered in the Sourcewell Portal.

Documents

No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2024 © | The Public Group, LLC. All rights reserved.

The Public | Group

Page 64 of 635

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

 Bid Details

Bid Classification:

Bid Type:

Bid Number:

Bid Name:

Bid Status:

Bid Closing Date:

Question Deadline:

Electronic Auctions:

Language for Bid Submissions:

Submission Type:

Submission Address:

Public Opening:

Public Opening Address:

Description:

Bid Document Access:

Categories:

Goods

RFP - General

RFP 032824

Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Closed

Thu Mar 28, 2024 4:30:00 PM (CDT)

Wed Mar 20, 2024 4:30:00 PM (CDT)

Not Applicable

English unless specified in the bid document

Online Submissions Only

Online Submissions Only

Yes

See RFP and FAQ documents for details.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [\[https://proportal.sourcewell-mn.gov\]](https://proportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **March 28, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

[Show Categories](#) [\[+\]](#)

 Register for this Bid

 Download Bid Documents

[OPEN](#)

Class 4-8 Chassis with Related Equipment, Accessories, and Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the [Sourcewell Procurement Portal](#), and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024 at 04:30 PM CT and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
February 28, 2024 at 10:00 AM CT

Proposal Due:
March 28, 2024 at 04:30 PM CT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

- Publish
- Bid Announcements
- Doc. Taker's List

Publish / Verify Contents

Save as Template

Solicitation Setting

- ☒ Invite Bidders No
- ☒ Evaluate Response online No
- ☒ Internal Approval No
- ☒ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	032824
Solicitation Name	Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	032824 Class 4-8 Chassis
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Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$250,000,000.00
Publish Date	02/08/2024	Closing Date & Time	03/28/2024 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Automotive/ Industrial ()
- Industrial Vehicles/ Equipment Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



Solicitation Overview



Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

032824

Closing Date: 03/28/2024 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

- X
- 1

Preview
- 2

Amendments
- 3

Bid Results
- 4

Award
- 5

Audit

Sourcewell

Partnership with

Preview

Print

Notice

Categories

Basic Information

Estimated Contract Value (CAD)

250,000,000.00 (Not shown to suppliers)

Issuing Organization

Sourcewell

Solicitation Number

032824

Source ID

PP.CO.USA.868485.C88455

Reference Number

0000264192

Solicitation Type

RFP - Request for Proposal (Formal)

Title

Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Details

Location

Canada, All of Canada, All of Canada

Purchase Type

Duration: 4 years

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal...[See more](#)

Dates

Publication Date

2024/02/08 09:35:01 AM EST

Questions are submitted online

No

Bid Intent

Not Available

Question Acceptance Deadline

2024/03/20 05:30:00 PM EDT

Closing Date

2024/03/28 05:30:00 PM EDT

Prebid Conference

2024/02/28 11:00:00 AM EST

Contact Information

Procurement Department

218-894-1930

rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type

Prebid Conference

Attendance

Recommended

Event date

2024/02/28 11:00:00 AM EST

Location

Online Conference

Event Note

Login information will be emailed two business days prior to the event to those registered in the Sourcewell Portal.

Bid Submission Process

Bid Submission Type

Electronic Bid Submission

Pricing

In attached document

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No



RFP #032824
REQUEST FOR PROPOSALS
for
Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Proposal Due Date: March 28, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	February 8, 2024
Pre-proposal Conference:	February 28, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	March 20, 2024, 4:30 p.m., Central Time
Proposal Due Date:	March 28, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 28, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services. Awards under this solicitation for Class 4-8 chassis and cabs² will be in two (2) categories. Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Category 1: **All** engines, fuel, and propulsion type chassis and cabs:

- a. Internal Combustion Engine fuel types including but not limited to: Gasoline, Diesel, Propane Autogas, CNG, Biodiesel, or other alternative fuels for the following class chassis:
 - i. Class 4;
 - ii. Class 5;
 - iii. Class 6;
 - iv. Class 7;
 - v. Class 8.
- b. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, Hybrid Electric Vehicle, or other alternative Electric Propulsion Systems for the following class chassis:
 - i. Class 4;
 - ii. Class 5;
 - iii. Class 6;
 - iv. Class 7;
 - v. Class 8.

Proposers may include related equipment, accessories, parts, upfitting, services, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 1 above.

² The vehicle weight classes are defined by the Federal Highway Administration (FHWA) and are used consistently throughout the industry. These classes, 1-8, are based on gross vehicle weight rating (GVWR), the maximum weight of the vehicle, as specified by the manufacturer.

Category 2: Electric Propulsion Systems **only** chassis and cabs:

- a. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, or other alternative Electric Propulsion Systems for the following class chassis:
 - i. Class 4,
 - ii. Class 5,
 - iii. Class 6,
 - iv. Class 7,
 - v. Class 8.

Proposers may include related equipment, accessories, parts, upfitting, services, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 2 above.

- 2. The primary focus of this solicitation is on Class 4-8 Chassis and Cabs. This solicitation should NOT be construed to include services-only, or transit bus solutions.
- 3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:
 - a. Automobiles, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #091521); and
 - b. School Buses with Related Accessories, Supplies, Parts, and Services (RFP #061023)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$250 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to

INCOMPLETE. The proposer can view this status change in the “MY BIDS” section of the Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcwell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcwell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcwell. **Late proposals will not be considered.** It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcwell is solely determined by the Sourcwell Procurement Portal web clock.

In the event of problems with the Sourcwell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcwell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcwell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcwell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcwell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and

- Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



02/8/2024

Addendum No. 1

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

Table 18, Line Item 87 in the Sourcewell Procurement Portal has been updated, and is now Table 17, Line Item 86.

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 02/8/2024, is required at the time of proposal submittal.



02/14/2024

Addendum No. 2

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does a manufacturer's dealer qualify as a proposer or is there a requirement that the proposer be a manufacturer of the equipment?

Answer 1:

This RFP is not limited to manufactures only; each proposal is evaluated based on the criteria stated in RFP section VI. Evaluation and Award.

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 02/14/2024, is required at the time of proposal submittal.



02/21/2024

Addendum No. 3

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

For purposes of clarification, RFP Section II. B. 1 has been amended as follows to include **used chassis** within the ancillary or complementary equipment or products sections for both category 1 and category 2.

New RFP Section II. B. 1 Language:

“Sourcewell is seeking proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services. Awards under this solicitation for Class 4-8 chassis and cabs¹ will be in two (2) categories. Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Category 1: **All** engines, fuel, and propulsion type chassis and cabs:

- a. Internal Combustion Engine fuel types including but not limited to: Gasoline, Diesel, Propane Autogas, CNG, Biodiesel, or other alternative fuels for the following class chassis:
 - i. Class 4;
 - ii. Class 5;
 - iii. Class 6;

¹ The vehicle weight classes are defined by the Federal Highway Administration (FHWA) and are used consistently throughout the industry. These classes, 1-8, are based on gross vehicle weight rating (GVWR), the maximum weight of the vehicle, as specified by the manufacturer.

- iv. Class 7;
 - v. Class 8.
- b. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, Hybrid Electric Vehicle, or other alternative Electric Propulsion Systems for the following class chassis:
 - i. Class 4;
 - ii. Class 5;
 - iii. Class 6;
 - iv. Class 7;
 - v. Class 8.

Proposers may include related equipment, accessories, parts, upfitting, services, **used chassis**, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 1 above.

Category 2: Electric Propulsion Systems **only** chassis and cabs:

- a. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, or other alternative Electric Propulsion Systems for the following class chassis:
 - i. Class 4,
 - ii. Class 5,
 - iii. Class 6,
 - iv. Class 7,
 - v. Class 8.

Proposers may include related equipment, accessories, parts, upfitting, services, **used chassis**, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 2 above.”

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcwell Procurement Portal on 02/21/2024, is required at the time of proposal submittal.



03/6/2024

Addendum No. 4

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

When Sourcewell requests a quote and/or invoice, will the currency be in correspondence to the respective participant's country, or still remain as \$USD?

Answer 1:

See Contract Template Section 5 and Section 6 for information regarding a participating entities access to and use of the resulting contract. Specifically, section 6 states, "Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms".

Section III. A. of the RFP document provides all respondents guidance on pricing proposals, sub-part 3 of that section states all proposed pricing must be, "stated in U.S. and Canadian dollars (as applicable)".

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 03/6/2024, is required at the time of proposal submittal.



03/18/2024

Addendum No. 5

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We would like some more clarification on question number 71 : Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. We would like to make sure we are answering it correctly so more information would be great.

Answer 1:

In the competitive process, Sourcewell cannot advise a proposer on the content of the proposal. It is left to the discretion of the proposer to identify subcategory descriptors that may be relevant to the proposer's offered equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 03/18/2024, is required at the time of proposal submittal.



03/20/2024

Addendum No. 6

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Could you please clarify question - 77 Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis?

Answer 1:

See RFP Section II. B. 1 - Proposers may include related equipment, accessories, parts, upfitting, services, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 1.

Question 2:

Portal Questionnaire | TAB 1: Proposer Identity & AuthRe [SIC]: # 4: Provide CAGE code or Unique Entity Identifier (SAM):

Questions: If the participating bidder is in process of obtaining a CAGE code or Unique Entity Identifier (UEI) SAM, will this disqualify the bidder? Is this required to bid?

Answer 2:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP. Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

Question 3:

Page. 6 | E. Estimated Contract Value and Usage: Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$250 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

Question: Please provide raw data on the statement provided in this section?

Answer 3:

This RFP's anticipated volume is an estimate based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 4:

Page.6 | F. Marketing Plan: Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

Question: Can the agency please clarify this request, is the agency asking how the supplier plans to market the cooperative agreement; can the agency provide detail on what the agency is seeking on this Marketing Plan?

Answer 4:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal, so it is left to the discretion of each proposer to articulate a marketing plan within the Questionnaire Table 7 (line Item 36-39) that aligns with its business methods and satisfies all the requirements of RFP Section II. F. - Marketing Plan. The solicitation is a competitive process and proposals are evaluated on the criteria stated in the RFP.

Question 5:

Page.7 | III Pricing: B. Administrative Fees. Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

Question: is the agency focused on the 1% -2% fee or can the bidder offer their administrative fee?

Answer 5:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry. Within the Questionnaire tables, Table 13, Line Item 68, provides the respondent the opportunity to Identify a proposed administrative fee that you will pay to Sourcewell.

Question 6:

Page 8. | IV. Contract: Contract. [SIC]

Question: Will agency accept redlines, if yes, prior or with the submission of the bid response?

Answer 6:

See Questionnaire, Step 1, Table 18, Line Item 86 - Exceptions to Terms, Conditions, or Specifications Form. "To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Question 7:

Is an organization allowed to provide their own submission, while also being part of another company's submission (for the same Sourcewell RFP)?

Answer 7:

See RFP Section II. G - Additional Considerations - 2. "A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion."

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 03/20/2024, is required at the time of proposal submittal.



03/21/2024

Addendum No. 7

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we required to submit Vehicle Specifications and Pricing for this initial RFP 032824 Class 4-8 Chassis and Cabs. I don't find this information anywhere in the Document we are working on to Submit. [SIC]

Answer 1:

Proposers should include all relevant information in its proposal. See RFP Section III. Pricing and RFP Section II. B. Requested Equipment, Product, or Services, for details. The RFP Questionnaire has tables specific to Pricing and Requested Equipment, Products, or Services under Step 1 and document uploads are allowed in Step 2 of the proposal preparation process.

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 03/21/2024, is required at the time of proposal submittal.

RESOLUTION: 2025- 21

**A RESOLUTION OF THE CITY OF CRESTVIEW, OF
OKALOOSA COUNTY, FLORIDA, ADOPTING THE
FINAL BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, The City of Crestview of Okaloosa County, Florida on September 22, 2025 held a public hearing as required by Florida Statute 200.065;

WHEREAS, The City of Crestview of Okaloosa County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2026 in the amount of \$81,206,821; and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crestview of Okaloosa County, Florida that:

1. The Fiscal Year 2026 Final Budget be adopted.
2. Appropriations may be transferred within funds for the purpose of equalization when needed by a budget transfer with the approval of the City Manager and the Finance Director, as necessary.
3. The City Council during Fiscal Year 2026 may, by resolution, make any amendments to the Budget adopted by this Resolution, as it may deem necessary and proper.
4. All budget amendments requesting additional expenditures must also identify the corresponding funding source.
5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of September 2025.


JB Whitten, Mayor

ATTEST:


Maryanne Girard, City Clerk





Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 10/23/2025
SUBJECT: Sourcewell Contract (John Deere Excavator)

BACKGROUND:

The Department of Public Services currently has 3 excavators that are shared between the Water, Sewer, Street, and Stormwater Divisions. All three of these are "mini" excavators. We have not had a regular sized excavator in the past.

DISCUSSION:

There is a need for us to have a regular sized excavator, as sometimes excavation work that needs to be completed is too large or deep for the excavators we currently have. Two of the three mini excavators are in good working condition; however, the third is nearing the end of its useful life. We have a quote for a John Deere 50 P-Tier Excavator, and this has been approved through resolution 2025-21 (attached) for the 2026 Fiscal Year.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This is a Sourcewell Contract purchase, Contract # 011723-JDC (attached) and is at a cost of \$111,120.50 from Beard Equipment Company. This is a 2026 FY approved budget item from account # 001-1142-541.63-00, Project #261280. All pertinent documentation is attached. Payment will be required upon delivery of this equipment. The expected delivery timeframe is December.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the purchase of the 50 P-Tier excavator for Public Services.

Attachments

1. Board Resolutions
2. Comment and Review-Heavy Const. 011723
3. John Deere 011723-JDC Pricing Information
4. John Deere Contract 011723
5. Prop. Eval.-Heavy Construction 011723
6. Prop. Opening Record-Heavy Const. 011723
7. RFP and Addendums-Heavy Const. 011723
8. Resolution 2025-21 Final Budget

**SOURCEWELL
STATE OF MINNESOTA**



Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services

Requesting Board permission to Re-Solicit the following categories:

Indefinite Delivery Indefinite Quantity Construction - Illinois

Heavy Construction Equipment with Related Attachments and Technology
CONSENT AGENDA ITEMS
NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
CenturyLink Communications dba Lumen Technologies Group	072822-LUM	"Communications Technology Consulting Services"
Ross & Baruzzini, Inc.	072822-RBZ	"Communications Technology Consulting Services"
Ten4 Mobility, LLC dba OpDecision	072822-TN4	"Communications Technology Consulting Services"
Safeware, Inc.	080922-SAF	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"
W.W. Grainger, Inc.	080922-WWG	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Ennis Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"
Hi-Lite Airfield Serices, LLC	062817-HLA	"Airport Consumable Products with Related Supplies and Services"
New Deal Deicing	062817-NDD	"Airport Consumable Products with Related Supplies and Services"
Epoke North America, Inc.	080818-EPK	"Snow and Ice Handling Equipment, Supplies and Accessories"

NEW IDIQ CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
NONE		

IDIQ Contract Extensions

Company Name	Contract Number	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Alternative Student/Client Transportation Solutions

Requesting Board permission to Re-Solicit the following categories:

Fabric Structures with Related Materials and Services

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Indefinite Delivery Indefinite Quantity Construction - Kansas

NEW CONTRACTS
CONSENT AGENDA ITEMS

Supplier Name	Contract Number	Solicitation Title
Advexure, LLC	011223-ADX	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Deep Trekker, Inc.	011223-DTK	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
FLYMOTION, LLC	011223-FLM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
RMUS, LLC	011223-RMS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Seafloor Systems, Inc.	011223-SEA	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Unmanned Vehicle Technologies	011223-UNM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Volatus Aerospace USA Corp.	011223-VTS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
CNH Industrial America, LLC	011723-CNH	"Heavy Construction Equipment with Related Attachments and Technology"
Caterpillar, Inc.	011723-CAT	"Heavy Construction Equipment with Related Attachments and Technology"
Gradall Industries, Inc.	011723-GRD	"Heavy Construction Equipment with Related Attachments and Technology"
Hitachi Construction Machinery	011723-HTI	"Heavy Construction Equipment with Related Attachments and Technology"
Hyundai Construction Equipment	011723-HCE	"Heavy Construction Equipment with Related Attachments and Technology"
John Deere Construction	011723-JDC	"Heavy Construction Equipment with Related Attachments and Technology"
Kobelco Construction Machinery	011723-KBL	"Heavy Construction Equipment with Related Attachments and Technology"
Komatsu America Corp.	011723-KOM	"Heavy Construction Equipment with Related Attachments and Technology"
Liebherr-America, Inc.	011723-LEB	"Heavy Construction Equipment with Related Attachments and Technology"
Link-Belt Cranes	011723-LIN	"Heavy Construction Equipment with Related Attachments and Technology"
LiuGong Construction Machinery	011723-LIU	"Heavy Construction Equipment with Related Attachments and Technology"
SANY America, Inc.	011723-SNY	"Heavy Construction Equipment with Related Attachments and Technology"
Volvo Construction Equipment	011723-VCE	"Heavy Construction Equipment with Related Attachments and Technology"
Across International, LLC	020723-ASI	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Carolina Biological Supply Company	020723-CBS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Eppendorf North America	020723-EPP	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Neta Scientific, Inc.	020723-NTA	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Possible Missions, Inc.	020723-PSB	"Laboratory and Science Equipment, Supplies and Related Technology and Services"

APPENDIX A Continued

Thomas Scientific Holdings, LLC	020723-TMS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Avant Tecno USA	020223-AVT	"Medium Duty Construction Equipment"
Caterpillar, Inc.	020223-CAT	"Medium Duty Construction Equipment"
Clark Equipment Company	020223-CEC	"Medium Duty Construction Equipment"
Gradall Industries, Inc.	020223-GRD	"Medium Duty Construction Equipment"
Hyundai Construction Equipment	020223-HCE	"Medium Duty Construction Equipment"
JCB, Inc.	020223-JCB	"Medium Duty Construction Equipment"
LiuGong Construction Machinery	020223-LIU	"Medium Duty Construction Equipment"
Manitou North America, Inc.	020223-MAI	"Medium Duty Construction Equipment"
Tobroco Machinery, LLC	020223-TBO	"Medium Duty Construction Equipment"
XCMG Canada	020223-XCM	"Medium Duty Construction Equipment"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

APPENDIX A Continued

Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #011723
Entitled

Heavy Construction Equipment with Related Attachments and Technology

The following advertisement was placed November 15, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, and PublicPurchase.com, November 16, 2022 in Oregon's *Daily Journal of Commerce*, and on November 17 and November 24, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Best Equipment, Inc.	Komatsu America Corp.
Calder Brothers Corporation	LBX Company, LLC
Caterpillar, Inc.	Liebherr USA, Co.
Century Propeller	Link-Belt Cranes
Clark Equipment Company	LiuGong Construction Machinery North America, LLC
CNH Industrial America, LLC	MAZIO ATTACHMENTS, LLC
Construction Industry Center	Noregon Systems
Craig Manufacturing, Ltd.	Norlift, Inc.
Crane Works, Inc.	NPK Construction Equipment, Inc.
Doosan Infracore North America	PAPE MACHINERY
EASTERN EQUIPMENT SERVICES, LLC	Prime Vendor, Inc.

Falcon Equipment Holdings, LLC	ProCon, LLC
Federal Contracts Corp.	Pure Air Wellness, LLC
Gradall Industries, Inc.	PWXPress
Grove U.S., LLC dba Manitowoc	Quantum International Services, Ltd.
Hi-Vac Corporation	Regina Construction Association
Hitachi Construction Machinery America's, Inc.	SANY America, Inc.
Humdinger Equipment, Ltd.	SEGO Industries
Hyundai Construction Equipment Americas, Inc.	Sled Consulting, LLC
INTEGRITY EXPRESS LOGISTICS	UNITED RENTALS (NORTH AMERICA), INC.
John Deere Shared Services, LLC	Vans Equipment Co.
JRET CO. CORPORATION	Volvo Construction Equipment North America
Kobelco Construction Machinery U.S.A.	XCMG NORTH AMERICA CORPORATION

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 17, 2023 at 4:31:28 pm CT. Proposals were received from the following:

Caterpillar, Inc.
 CNH Industrial America, LLC
 Doosan Infracore North America
 Gradall Industries, Inc.
 Grove U.S., LLC dba Manitowoc
 Hitachi Construction Machinery America's, Inc.
 Hi-Vac Corporation
 Hyundai Construction Equipment Americas, Inc.
 John Deere Shared Services, LLC
 Kobelco Construction Machinery U.S.A.
 Komatsu America Corp.
 LBX Company, LLC
 Liebherr USA, Co.
 Link-Belt Cranes
 LiuGong Construction Machinery North America, LLC
 MAZIO ATTACHMENTS, LLC
 SANY America, Inc.
 Volvo Construction Equipment North America

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Michael Muñoz, CPPB, Procurement Analyst
 Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from MAZIO ATTACHMENTS, LLC, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Caterpillar, Inc. manufactures an extensive line of heavy construction equipment, attachments, and services. Their sales and service forces, and large dealer network are available to Sourcewell participating entities in the United States and Canada. Caterpillar is offering financing/leasing options, along with competitive discount ranges on machine and work tool list pricing.

CNH Industrial America, LLC provides a strong offering of loaders, motor graders, excavators, bulldozers, attachments, and technology. Their dealer network is strategically located across North America and is ready to serve Sourcewell participating entities in the United States and Canada. CNH Industrial America, LLC is also dedicated to their Clean Energy Leader® strategy which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. They are offering Sourcewell participating entities significant pricing discounts.

Gradall Industries, Inc. manufactures excavators for heavy construction use in a variety of models and configurations. They have regional sales and service managers that cover the United States and Canada. Their broad dealer network can provide training and service to Sourcewell participating entities. Financing options are available through Gradall dealers along with competitive discounts off MSRP.

Hitachi Construction Machinery America's, Inc. offers a full range of compact, mid-size, and large wheel loaders, excavators, attachments, and technology. Their dealer network is ready to serve Sourcewell participating entities in the United States and Canada. Hitachi's Consite telematics program allows tracking ability of fuel efficiency, machine location, and service alerts. They are offering Sourcewell participating entities generous pricing discounts.

Hyundai Construction Equipment Americas, Inc. provides excavators, crawler excavators, wheeled excavators, wheel loaders, skid steer loaders, articulated dump trucks, and track loaders. Their Hi MATE telematics service improves equipment uptime, and their Hi DETECT service improves safety by detecting the machines surrounding environment and issues warnings to the operator. They have 85 dealers with 192 locations that are ready to provide sales and service to Sourcewell participating entities in the United States and Canada. Hyundai Construction Equipment North America, Inc. is offering a solid discount off their list price.

John Deere Shared Services, LLC is offering a comprehensive solution of construction equipment including, but not limited to backhoes, crawler, tractor and wheel loaders, dozers, excavators, motor graders, and skid steers. Their WorkSight suite of technologies provides features including JDLink Telematics, machine health prognostics, remote diagnostics and programming, payload weighing, and grade control. John Deere's extensive dealer network of nearly 1,500 locations in the United States and Canada stands ready to support Sourcewell participating entities. Their pricing proposal offers Sourcewell participating entities a significant discount from list prices.

Kobelco Construction Machinery U.S.A. supplies tracked excavators and crawler cranes in a wide variety of classes and capacities. Their dealer network composed of 163 locations is ready to serve Sourcewell participating entities in the United States and Canada. Kobelco's exclusive Integrated Noise and Dust Reduction (iNDR) system is also

available on their short radius excavators. They are offering Sourcewell participating entities competitive pricing discounts.

Komatsu America Corp. provides a substantial selection of wheel loaders, motor graders, tracked excavators, crawler dozers, articulated trucks, attachments, and technology solutions. Their dealer network of 263 locations can serve Sourcewell participating entities across the United States and Canada. Komatsu also offers their Komatsu Care program standard on Tier 4 Final machines that offers complimentary maintenance for 3 years or 2000 hours. Their pricing proposal includes generous discounts for Sourcewell participating entities.

Liebherr USA, Co. provides a strong offering of wheeled and tracked loaders, excavators, bulldozers, articulated dump trucks, attachments, and technologies. Their sales team and dealer network are ready to serve Sourcewell participating entities in the continental United States. Liebherr backs their equipment with a 60 month or 3000-hour standard warranty. They are offering Sourcewell participating entities substantial discounts from MSRP.

Link-Belt Cranes manufactures a wide selection of all-terrain, rough-terrain, telescopic crawler, lattice crawler, and telescopic truck cranes along with attachments and technology offerings. Their dealer network of 30 distributors is ready to serve Sourcewell participating entities throughout the United States and Canada. Link-Belt's included 3D Lift Planning allows users to create, save, view, and print three-dimensional lift plans from anywhere they have an internet connection. They are offering Sourcewell participating entities competitive pricing discounts.

LiuGong Construction Machinery North America, LLC offers a range of models for wheel loaders, excavators, soil compaction rollers, and an electric loader. Their 92 dealers, with 159 locations, can provide service and training to Sourcewell participating entities throughout the United States and Canada. They offer excellent discounts for base model equipment, to include parts and attachments.

SANY America, Inc. provides a large selection of wheeled and backhoe loaders, motor graders, tracked excavators, soil compactors, rough terrain and crawler cranes, attachments, and technology options. Their dealer network consisting of 91 locations is prepared to serve Sourcewell participating entities in the United States and Canada. SANY is a leader in advanced manufacturing and has two Lighthouse Factories designated by the World Economic Forum Global Lighthouse Network. They are offering Sourcewell participating entities generous pricing discounts.

Volvo Construction Equipment North America's catalog includes an extensive array of construction equipment including wheel loaders, excavators, haulers, compactors, pavers, skid steers, and compact track loaders. Volvo Co-Pilot offers a fully integrated and supported touch screen machine indication system to monitor machine and operator performance. Volvo's large dealer network is ready to serve Sourcewell participating entities throughout the United States and Canada. Their pricing proposal offers a solid discount from MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #011723 to:

Caterpillar, Inc.	#011723-CAT
CNH Industrial America, LLC	#011723-CNH
Gradall Industries, Inc.	#011723-GRD
Hitachi Construction Machinery America's, Inc.	#011723-HTI
Hyundai Construction Equipment Americas, Inc.	#011723-HCE
John Deere Shared Services, LLC	#011723-JDC
Kobelco Construction Machinery U.S.A.	#011723-KBL

Komatsu America Corp.	#011723-KOM
Liebherr USA, Co.	#011723-LEB
Link-Belt Cranes	#011723-LIN
LiuGong Construction Machinery North America, LLC	#011723-LIU
SANY America, Inc.	#011723-SNY
Volvo Construction Equipment North America	#011723-VCE

The preceding recommendations were approved on February 23, 2023.

DocuSigned by:
James Voelker
15F6CCFFA61E4A0...
James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst

DocuSigned by:
Michael Muñoz
0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

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Bill Davison
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Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

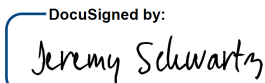
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #011723 for Heavy Construction Equipment with Related Attachments and Technology**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

Sourcewell Contract 011723-JDC**John Deere Construction Retail Sales, a division of John Deere Shared Services LLC****List Price Discounts**

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Please contact your local dealer for a contract quote: <https://dealerlocator.deere.com/servlet/>

Product Family	Model	List Price Discount
Articulated Dump Trucks	260E	31%
Articulated Dump Trucks	260 P-Tier	28%
Articulated Dump Trucks	310E	31%
Articulated Dump Trucks	310 P-Tier	28%
Articulated Dump Trucks	410 P-Tier	28%
Articulated Dump Trucks	460 P-Tier	28%

Product Family	Model	List Price Discount
Backhoes	310L EP	43%
Backhoes	310L	43%
Backhoes	310 G-Tier	43%
Backhoes	310 P-Tier	43%
Backhoes	310SL	43%
Backhoes	310SL HL	43%
Backhoes	315SL	43%
Backhoes	320 P-Tier	43%
Backhoes	410L	41%
Backhoes	410 P-Tier	41%
Backhoes	710L	43%
Backhoes	710 P-Tier	43%

Product Family	Model	List Price Discount
Compact Track Loaders	317G	30%
Compact Track Loaders	317 P-Tier	24%
Compact Track Loaders	325G	30%

Compact Track Loaders	331G	30%
Compact Track Loaders	331 P-Tier	30%
Compact Track Loaders	333G	30%
Compact Track Loaders	333 P-Tier	30%
Compact Track Loaders	335 P-Tier	30%

Product Family	Model	List Price Discount
Dozers	450K	27%
Dozers	450 P-Tier	27%
Dozers	550K	27%
Dozers	550 P-Tier	27%
Dozers	650K	28%
Dozers	650 P-Tier	28%
Dozers	700L	25%
Dozers	700 P-Tier	25%
Dozers	750L	25%
Dozers	750 P-Tier	25%
Dozers	850L	26%
Dozers	850 P-Tier	26.5%
Dozers	850 X-Tier	26.5%
Dozers	950K	33%
Dozers	950 P-Tier	27%
Dozers	1050K	33%
Dozers	1050 P-Tier	27%

Product Family	Model	List Price Discount
Crawler Loaders	655K	28%
Crawler Loaders	755K	28%

Product Family	Model	List Price Discount
Excavators	75G	32%
Excavators	75 P-Tier	32.5%

Excavators	85G	32%
Excavators	85 P-Tier	33%
Excavators	130G	34%
Excavators	130 P-Tier	32.5%
Excavators	135G	34%
Excavators	135 P-Tier	32.5%
Excavators	160G LC	36%
Excavators	160 P-Tier	32.5%
Excavators	190GW	43%
Excavators	200G LC	36%
Excavators	200 G-Tier	32.5%
Excavators	210G LC	36%
Excavators	210 P-Tier	32.5%
Excavators	245G LC	35%
Excavators	245 P-Tier	32.5%
Excavators	250G LC	35%
Excavators	250 P-Tier	32.5%
Excavators	300G LC	35%
Excavators	300 P-Tier	32.5%
Excavators	345G LC	30%
Excavators	345 P-Tier	32.5%
Excavators	350 P-Tier	32.5%
Excavators	380 P-Tier	32.5%
Excavators	470 P-Tier	32%
Excavators	510 P-Tier	32%
Excavators	670 P-Tier	32.5%
Excavators	870 P-Tier	32.5%

Product Family	Model	List Price Discount
Compact Excavators	17G	27%
Compact Excavators	17 P-Tier	27%
Compact Excavators	26G	27%

Compact Excavators	26 P-Tier	27%
Compact Excavators	30G	27%
Compact Excavators	30 P-Tier	27%
Compact Excavators	35G	27%
Compact Excavators	35 P-Tier	27%
Compact Excavators	50G	27%
Compact Excavators	50 P-Tier	27%
Compact Excavators	60G	27%
Compact Excavators	60 P-Tier	27%

Product Family	Model	List Price Discount
Tractor Loader	210 G-Tier	39%
Tractor Loader	210 P-Tier	39%

Product Family	Model	List Price Discount
Motor Graders	620G	41%
Motor Graders	620 G-Tier	39%
Motor Graders	620 P-Tier	39%
Motor Graders	622G	41%
Motor Graders	622 G-Tier	39%
Motor Graders	622 P-Tier	39%
Motor Graders	670G	42%
Motor Graders	670 G-Tier	39%
Motor Graders	670 P-Tier	39%
Motor Graders	672G	42%
Motor Graders	672 G-Tier	39%
Motor Graders	672 P-Tier	38%
Motor Graders	770G	43%
Motor Graders	770 G-Tier	39%
Motor Graders	770 P-Tier	41%
Motor Graders	772G	43%
Motor Graders	772 G-Tier	39%

Motor Graders	772 P-Tier	41%
Motor Graders	870G	43%
Motor Graders	870 P-Tier	40%
Motor Graders	872G	43%
Motor Graders	872 P-Tier	41%

Product Family	Model	List Price Discount
Skid Steers	316GR	30%
Skid Steers	316 P-Tier	24%
Skid Steers	318G	30%
Skid Steers	318 P-Tier	24%
Skid Steers	320G	30%
Skid Steers	324G	30%
Skid Steers	330G	30%
Skid Steers	330 P-Tier	30%
Skid Steers	332G	30%
Skid Steers	334 P-Tier	30%

Product Family	Model	List Price Discount
Wheel Loaders	444 G-Tier	36%
Wheel Loaders	444 P-Tier	38%
Wheel Loaders	524 P-Tier	39%
Wheel Loaders	544 G-Tier	36%
Wheel Loaders	544 P-Tier	39%
Wheel Loaders	624 P-Tier	38%
Wheel Loaders	644 G-Tier	33%
Wheel Loaders	644 P-Tier	34%
Wheel Loaders	644 X-Tier	37%
Wheel Loaders	724 P-Tier	35%
Wheel Loaders	744L	32%
Wheel Loaders	744 P-Tier	32%
Wheel Loaders	744 X-Tier	32%

Wheel Loaders	824L	32%
Wheel Loaders	824 P-Tier	32%
Wheel Loaders	824 X-Tier	32%
Wheel Loaders	844L	32%
Wheel Loaders	844 P-Tier	32%
Wheel Loaders	844L AH	32%
Wheel Loaders	904 P-Tier	32%
Wheel Loaders	944K	36%
Wheel Loaders	944 X-Tier	35%

Product Family	Model	List Price Discount
Compact Wheel Loaders	184 G-Tier	26%
Compact Wheel Loaders	204L	26%
Compact Wheel Loaders	204 G-Tier	26%
Compact Wheel Loaders	244L	26%
Compact Wheel Loaders	244 P-Tier	26%
Compact Wheel Loaders	304L	26%
Compact Wheel Loaders	304 G-Tier	26%
Compact Wheel Loaders	324L	26%
Compact Wheel Loaders	324 P-Tier	26%
Compact Wheel Loaders	344L	26%
Compact Wheel Loaders	344 P-Tier	26%

Product Family	Model	List Price Discount
Compact Tele Lift Loader	326 P-Tier	26%

Product Family	Model	List Price Discount
Forestry Excavators	2154G	37%
Forestry Excavators	2654G	42%
Forestry Excavators	3154G	36%
Forestry Excavators	3754G	40%

Product Family	Model	List Price Discount
Crawler Log Loaders	2156G	38%
Crawler Log Loaders	2656G	38%
Crawler Log Loaders	2956G	37%
Crawler Log Loaders	3156G	37%
Crawler Log Loaders	3756G	33%

Product Family	Model	List Price Discount
Wheeled Feller Bunchers	643L-II	34%
Wheeled Feller Bunchers	843L-II	32%

Product Family	Model	List Price Discount
Tracked Feller Bunchers	803M	30%
Tracked Feller Bunchers	853M	33%
Tracked Feller Bunchers	859M	31%
Tracked Feller Bunchers	903M	31%
Tracked Feller Bunchers	953M	30%
Tracked Feller Bunchers	959M	30%

Product Family	Model	List Price Discount
Skidders	640L II	30%
Skidders	648L II	30%
Skidders	748L II	29%
Skidders	768L II	29%
Skidders	848L II	28%
Skidders	948L II	29%

Product Family	Model	List Price Discount
Knuckleboom Loaders	337E	31%
Knuckleboom Loaders	437E	34%

Product Family	Model	List Price Discount
Wheeled Harvesters	1070G	36%
Wheeled Harvesters	1170G	34%
Wheeled Harvesters	1270G	39%
Wheeled Harvesters	1470G	37%

Product Family	Model	List Price Discount
Tracked Harvesters	803MH	31%
Tracked Harvesters	853MH	32%
Tracked Harvesters	859MH	31%
Tracked Harvesters	953MH	30%
Tracked Harvesters	959MH	30%
Tracked Harvesters	959ML	30%

Product Family	Model	List Price Discount
Forwarders	1110G	36%
Forwarders	1210G	34%
Forwarders	1510G	39%
Forwarders	1910G	39%

Product Family	Model	List Price Discount
Base Coded Attachments	Various	14%

Additional Volume Discounts if Ordered on One Purchase Order

CE Volume Discount:

<i>Quantity</i>	<i>Additional Volume Discount</i>
5-7 Machines	1%
8-14 Machines	2%
15+ Machines	3%

CCE Volume Discount:

<i>Quantity</i>	<i>Additional Volume Discount</i>
8-14 Machines	1%
15+ Machines	3%

For Contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

ForsbergBrookeL@JohnDeere.com

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

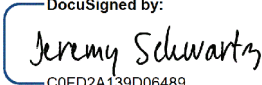
Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

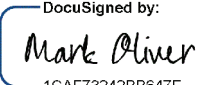
011723-JDC

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:

1CAF73242BB647F...

By: _____
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGrade™ grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcwell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcwell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.	*
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcwell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcwell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	
72	Motor Graders	☒ Yes ☐ No	
73	Wheeled and tracked excavators	☒ Yes ☐ No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	☐ Yes ☒ No	
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
 - [Financial Strength and Stability](#) - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
 - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
 - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

AMENDMENT #1
TO
CONTRACT # 011723-JDC

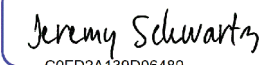
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales** now known as John Deere Construction Retail Sales, a division of John Deere Shared Services LLC (Supplier).

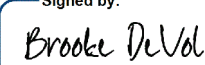
Sourcewell awarded a contract (011723-JDC) to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcewell and its Participating Entities, effective April 5, 2023, through April 14, 2027 (Contract).

Supplier wishes to change the name of the Contract holder to “John Deere Construction Retail Sales, a division of John Deere Shared Services LLC” as noted in its Proposal.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Procurement Officer
6/3/2025 | 9:22 PM CDT
Date: _____

John Deere Construction Retail Sales, a division of John Deere Shared Services LLC, formerly known as John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales
Signed by:

23E19C6B5FD143D...
By: _____
Brooke DeVol
Account Manager, Govt Contracts & Sales
6/6/2025 | 6:33 AM PDT
Date: _____



Proposal Evaluation
Heavy Construction Equipment with Related Attachments and Technology RFP #011723

		Caterpillar, Inc.	CNH Industrial America, LLC	Doosan Infracore North America	Gradall Industries, Inc.	Grove U.S., LLC	Hitachi Construction Machinery America's, Inc.	Hi-Vac Corporation	Hyundai Construction Equipment Americas, Inc.	John Deere Shared Services, LLC
Possible Points										
Conformance to RFP Requirements	50	44	40	39	43	36	40	39	40	41
Pricing	400	329	338	316	333	278	333	319	333	339
Financial Viability and Marketplace Success	75	67	65	62	63	59	60	61	62	62
Ability to Sell and Deliver Service	100	90	82	78	80	79	79	75	78	87
Marketing Plan	50	43	41	40	40	38	40	39	41	41
Value Added Attributes	75	66	64	61	58	58	61	55	58	64
Warranty	50	44	41	40	41	41	44	40	42	41
Depth and Breadth of Offered Equipment, Products, or Services	200	174	167	162	154	139	161	140	162	171
Total Points	1,000	857	838	798	812	728	818	768	816	846
Rank Order		1	4	14	11	16	9	15	10	3

		Kobelco Construction Machinery, USA	Komatsu America Corp.	LBX Company, LLC	Liebherr USA Co.	Link-Belt Cranes	LiuGong Construction Machinery North America, LLC	MAZIO ATTACHMENTS, LLC	SANY America	Volvo Construction Equipment North America
Possible Points										
Conformance to RFP Requirements	50	43	43	36	38	41	42		41	44
Pricing	400	348	343	265	336	329	340		329	334
Financial Viability and Marketplace Success	75	62	63	55	57	62	55		59	64
Ability to Sell and Deliver Service	100	80	83	73	75	81	80		79	85
Marketing Plan	50	41	43	35	37	41	41		42	43
Value Added Attributes	75	65	63	56	58	60	60		60	64
Warranty	50	42	43	40	43	41	44		42	44
Depth and Breadth of Offered Equipment, Products, or Services	200	154	166	146	165	154	158		168	159
Total Points	1,000	835	847	706	809	809	820		820	837
Rank Order		6	2	17	12.5	12.5	7.5		7.5	5

DocuSigned by:

James Voelker

15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

Michael Muñoz

0B0204E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

Carol Jackson

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

DocuSigned by:

Bill Davison

679614F597034BA...

Bill Davison, CPPO, NIGP-CPP, Procurement Analyst



Proposal Opening Record

Date of opening: January 17, 2023

Sourcewell posted Request for Proposal #011723, for the procurement of Heavy Construction Equipment with Related Attachments and Technology, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, November 15, 2022, and the solicitation remained in an open status within the portal until January 17, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 17, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011723 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Caterpillar, Inc. - Submitted 1/17/23 at 4:10:22 PM
CNH Industrial America, LLC - Submitted 1/17/23 at 12:55:10 PM
Doosan Infracore North America - Submitted 1/17/23 at 10:42:22 AM
Gradall Industries, Inc. - Submitted 1/12/23 at 8:01:35 PM
Grove U.S., LLC dba Manitowoc - Submitted 1/16/23 at 10:51:24 AM
Hitachi Construction Machinery America's, Inc. - Submitted 1/17/23 at 11:11:54 AM
Hi-Vac Corporation - Submitted 1/16/23 at 4:23:39 PM
Hyundai Construction Equipment Americas, Inc. - Submitted 1/15/23 at 10:14:34 AM
John Deere Shared Services, LLC - Submitted 1/12/23 at 2:48:05 PM
Kobelco Construction Machinery U.S.A. - Submitted 1/17/23 at 11:06:30 AM
Komatsu America Corp. - Submitted 1/17/23 at 12:43:04 PM
LBX Company, LLC - Submitted 1/16/23 at 8:44:10 AM
Liebherr USA, Co. - Submitted 1/17/23 at 11:53:35 AM
Link-Belt Cranes - Submitted 1/16/23 at 2:39:01 PM
LiuGong Construction Machinery North America, LLC - Submitted 1/17/23 at 1:47:35 PM
MAZIO ATTACHMENTS, LLC - Submitted 1/17/23 at 3:41:06 PM
SANY America, Inc. - Submitted 1/17/23 at 3:57:09 PM
Volvo Construction Equipment North America - Submitted 1/10/23 at 9:00:46 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on January 17, 2023, at 4:31:28 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst



RFP #011723
REQUEST FOR PROPOSALS
for
Heavy Construction Equipment with Related Attachments and Technology

Proposal Due Date: January 17, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 15, 2022
Pre-proposal Conference:	December 6, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 9, 2023, 4:30 p.m., Central Time
Proposal Due Date:	January 17, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 17, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Heavy Construction Equipment with Related Attachments and Technology, including, but not limited to, the following types of heavy construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Motor graders;
- c. Wheeled and tracked excavators;
- d. Bulldozers, compactors, scrapers, articulated and rigid haulers; and,
- e. Cranes.

Proposers may include related equipment, accessories, attachments, technology, and services, to the extent these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. A Proposal must include **at least one** of the following four equipment types to be considered within scope of this solicitation. For purposes of Section II. B. 2. and its subsections, the term “published” means information that is readily available within the proposer’s printed literature or website and the proposer has verified the accuracy of the information:

- a. A wheel loader with published net horsepower (HP) of at least 300 HP;
- b. A wheeled or tracked excavator with a published net horsepower of at least 150 HP;
- c. A motor grader with a published maximum operating weight of at least 30,000 lbs; or,
- d. A rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3. The primary focus of this solicitation is on Heavy Construction Equipment with Related Attachments and Technology. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

4. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Equipment Rental with Related Services (RFP #062320);
- b. Forklifts and Lift Trucks with Related Services (RFP #091520);

- c. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
- d. Roadway Maintenance Equipment (RFP #080521);
- e. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- f. Roadway Paving Equipment (RFP #060122);
- g. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #TBD); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcwell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcwell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Proposers may also include used

equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$950 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the

Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;

- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/15/2022

Addendum No. 1

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a proposer required to have a CAGE or Unique Entity Identifier (SAM) code?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/15/2022, is required at the time of proposal submittal.



12/21/2022

Addendum No. 2

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of two RFPs included in the equipment, products, or services of this solicitation, RFP Subsections II. B. 4. g - h. are revised to remove the (RFP #####) placeholders, update the RFP title of RFP Subsection II. B. 4. g., and insert the actual RFP numbers, to read as follows:

* * * *

- g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/21/2022, is required at the time of proposal submittal.



12/29/2022

Addendum No. 3

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What information does Sourcewell require, if any, on a quote provided by an awarded supplier to a participating entity?

Answer 1:

Refer to Section 6. A. – Orders and Payment, of the Sourcewell contract template. "...order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller."

Question 2:

How does Sourcewell track what is sold on the contract for administrative fee verification from an awarded supplier?

Answer 2:

Refer to Section 8. A. – Contract Sales Activity Report, of the Sourcewell contract template. "Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract.

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. "Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract."

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/29/2022, is required at the time of proposal submittal.



01/6/2023

Addendum No. 4

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a dollar amount limit for non-contract, sourced, or open market items that can be included in a proposal? Are they also subject to the administrative fee?

Answer 1:

Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services.

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 2:

Can you elaborate more and/or give an example on what you are looking for in the question below from Table 10, Line Item 55 from the proposal questionnaire?

Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.

Answer 2:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/6/2023, is required at the time of proposal submittal.



01/10/2023

Addendum No. 5

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding Line Item 17 of the proposer questionnaire, are there any specific licenses or certifications that you are looking for?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Regarding Line Items 24 & 25 of the proposer questionnaire, if we don't do any direct business with eligible Sourcewell participants, government, education or non-profit customers are the references required?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/10/2023, is required at the time of proposal submittal.

RESOLUTION: 2025- 21

**A RESOLUTION OF THE CITY OF CRESTVIEW, OF
OKALOOSA COUNTY, FLORIDA, ADOPTING THE
FINAL BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, The City of Crestview of Okaloosa County, Florida on September 22, 2025 held a public hearing as required by Florida Statute 200.065;

WHEREAS, The City of Crestview of Okaloosa County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2026 in the amount of \$81,206,821; and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crestview of Okaloosa County, Florida that:

1. The Fiscal Year 2026 Final Budget be adopted.
2. Appropriations may be transferred within funds for the purpose of equalization when needed by a budget transfer with the approval of the City Manager and the Finance Director, as necessary.
3. The City Council during Fiscal Year 2026 may, by resolution, make any amendments to the Budget adopted by this Resolution, as it may deem necessary and proper.
4. All budget amendments requesting additional expenditures must also identify the corresponding funding source.
5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of September 2025.


JB Whitten, Mayor

ATTEST:


Maryanne Girard, City Clerk





Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 10/23/2025
SUBJECT: Caterpillar Backhoe Purchase

BACKGROUND:

We have 2 backhoe pieces of equipment currently. One is very old, and is at the end of its useful life.

DISCUSSION:

There is a need to purchase an additional backhoe for Public Services to meet the needs of various construction projects in and around the city. As stated in the background, we request approval for the replacement of our outdated backhoe with a new, fuel-efficient model. The current unit's escalating repair costs, frequent downtime, and safety concerns outweigh the cost of replacement. We have a Florida Sheriff's Association Contract which we can utilize to purchase a Caterpillar 420XE SN: H9X04231 EQN240336 backhoe. The Backhoe is equipped with a 100hp Cat C3.6 turbocharged engine, with both heating and A/C included. It is four-wheel drive with a 4-speed powershift transmission. This item was approved as part of Resolution 2025-21, to be included in the 2026 FY budget.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This is a Florida Sheriff's Association Contract Purchase with special pricing; total cost of \$154,131.00, through Thompson Tractor. The contract number is FSA23-EQU21.1. The purchase will be funded through account 440-1633-533.64-00. This is part of Resolution 2025-21 approved for the 2026 FY budget. All pertinent information is attached for review. Payment will be required upon delivery of this equipment.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the purchase of the Caterpillar 420XE backhoe from Thompson Tractor for use at Public Services. The expected delivery timeframe is December.

Attachments

1. John Deere 011723-JDC Pricing Information
2. Board Resolutions
3. Comment and Review-Heavy Const. 011723
4. John Deere Contract 011723
5. Prop. Eval.-Heavy Construction 011723
6. Prop. Opening Record-Heavy Const. 011723
7. RFP and Addendums-Heavy Const. 011723
8. Resolution 2025-21 Final Budget

Sourcewell Contract 011723-JDC**John Deere Construction Retail Sales, a division of John Deere Shared Services LLC****List Price Discounts**

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Please contact your local dealer for a contract quote: <https://dealerlocator.deere.com/servlet/>

Product Family	Model	List Price Discount
Articulated Dump Trucks	260E	31%
Articulated Dump Trucks	260 P-Tier	28%
Articulated Dump Trucks	310E	31%
Articulated Dump Trucks	310 P-Tier	28%
Articulated Dump Trucks	410 P-Tier	28%
Articulated Dump Trucks	460 P-Tier	28%

Product Family	Model	List Price Discount
Backhoes	310L EP	43%
Backhoes	310L	43%
Backhoes	310 G-Tier	43%
Backhoes	310 P-Tier	43%
Backhoes	310SL	43%
Backhoes	310SL HL	43%
Backhoes	315SL	43%
Backhoes	320 P-Tier	43%
Backhoes	410L	41%
Backhoes	410 P-Tier	41%
Backhoes	710L	43%
Backhoes	710 P-Tier	43%

Product Family	Model	List Price Discount
Compact Track Loaders	317G	30%
Compact Track Loaders	317 P-Tier	24%
Compact Track Loaders	325G	30%

Compact Track Loaders	331G	30%
Compact Track Loaders	331 P-Tier	30%
Compact Track Loaders	333G	30%
Compact Track Loaders	333 P-Tier	30%
Compact Track Loaders	335 P-Tier	30%

Product Family	Model	List Price Discount
Dozers	450K	27%
Dozers	450 P-Tier	27%
Dozers	550K	27%
Dozers	550 P-Tier	27%
Dozers	650K	28%
Dozers	650 P-Tier	28%
Dozers	700L	25%
Dozers	700 P-Tier	25%
Dozers	750L	25%
Dozers	750 P-Tier	25%
Dozers	850L	26%
Dozers	850 P-Tier	26.5%
Dozers	850 X-Tier	26.5%
Dozers	950K	33%
Dozers	950 P-Tier	27%
Dozers	1050K	33%
Dozers	1050 P-Tier	27%

Product Family	Model	List Price Discount
Crawler Loaders	655K	28%
Crawler Loaders	755K	28%

Product Family	Model	List Price Discount
Excavators	75G	32%
Excavators	75 P-Tier	32.5%

Excavators	85G	32%
Excavators	85 P-Tier	33%
Excavators	130G	34%
Excavators	130 P-Tier	32.5%
Excavators	135G	34%
Excavators	135 P-Tier	32.5%
Excavators	160G LC	36%
Excavators	160 P-Tier	32.5%
Excavators	190GW	43%
Excavators	200G LC	36%
Excavators	200 G-Tier	32.5%
Excavators	210G LC	36%
Excavators	210 P-Tier	32.5%
Excavators	245G LC	35%
Excavators	245 P-Tier	32.5%
Excavators	250G LC	35%
Excavators	250 P-Tier	32.5%
Excavators	300G LC	35%
Excavators	300 P-Tier	32.5%
Excavators	345G LC	30%
Excavators	345 P-Tier	32.5%
Excavators	350 P-Tier	32.5%
Excavators	380 P-Tier	32.5%
Excavators	470 P-Tier	32%
Excavators	510 P-Tier	32%
Excavators	670 P-Tier	32.5%
Excavators	870 P-Tier	32.5%

Product Family	Model	List Price Discount
Compact Excavators	17G	27%
Compact Excavators	17 P-Tier	27%
Compact Excavators	26G	27%

Compact Excavators	26 P-Tier	27%
Compact Excavators	30G	27%
Compact Excavators	30 P-Tier	27%
Compact Excavators	35G	27%
Compact Excavators	35 P-Tier	27%
Compact Excavators	50G	27%
Compact Excavators	50 P-Tier	27%
Compact Excavators	60G	27%
Compact Excavators	60 P-Tier	27%

Product Family	Model	List Price Discount
Tractor Loader	210 G-Tier	39%
Tractor Loader	210 P-Tier	39%

Product Family	Model	List Price Discount
Motor Graders	620G	41%
Motor Graders	620 G-Tier	39%
Motor Graders	620 P-Tier	39%
Motor Graders	622G	41%
Motor Graders	622 G-Tier	39%
Motor Graders	622 P-Tier	39%
Motor Graders	670G	42%
Motor Graders	670 G-Tier	39%
Motor Graders	670 P-Tier	39%
Motor Graders	672G	42%
Motor Graders	672 G-Tier	39%
Motor Graders	672 P-Tier	38%
Motor Graders	770G	43%
Motor Graders	770 G-Tier	39%
Motor Graders	770 P-Tier	41%
Motor Graders	772G	43%
Motor Graders	772 G-Tier	39%

Motor Graders	772 P-Tier	41%
Motor Graders	870G	43%
Motor Graders	870 P-Tier	40%
Motor Graders	872G	43%
Motor Graders	872 P-Tier	41%

Product Family	Model	List Price Discount
Skid Steers	316GR	30%
Skid Steers	316 P-Tier	24%
Skid Steers	318G	30%
Skid Steers	318 P-Tier	24%
Skid Steers	320G	30%
Skid Steers	324G	30%
Skid Steers	330G	30%
Skid Steers	330 P-Tier	30%
Skid Steers	332G	30%
Skid Steers	334 P-Tier	30%

Product Family	Model	List Price Discount
Wheel Loaders	444 G-Tier	36%
Wheel Loaders	444 P-Tier	38%
Wheel Loaders	524 P-Tier	39%
Wheel Loaders	544 G-Tier	36%
Wheel Loaders	544 P-Tier	39%
Wheel Loaders	624 P-Tier	38%
Wheel Loaders	644 G-Tier	33%
Wheel Loaders	644 P-Tier	34%
Wheel Loaders	644 X-Tier	37%
Wheel Loaders	724 P-Tier	35%
Wheel Loaders	744L	32%
Wheel Loaders	744 P-Tier	32%
Wheel Loaders	744 X-Tier	32%

Wheel Loaders	824L	32%
Wheel Loaders	824 P-Tier	32%
Wheel Loaders	824 X-Tier	32%
Wheel Loaders	844L	32%
Wheel Loaders	844 P-Tier	32%
Wheel Loaders	844L AH	32%
Wheel Loaders	904 P-Tier	32%
Wheel Loaders	944K	36%
Wheel Loaders	944 X-Tier	35%

Product Family	Model	List Price Discount
Compact Wheel Loaders	184 G-Tier	26%
Compact Wheel Loaders	204L	26%
Compact Wheel Loaders	204 G-Tier	26%
Compact Wheel Loaders	244L	26%
Compact Wheel Loaders	244 P-Tier	26%
Compact Wheel Loaders	304L	26%
Compact Wheel Loaders	304 G-Tier	26%
Compact Wheel Loaders	324L	26%
Compact Wheel Loaders	324 P-Tier	26%
Compact Wheel Loaders	344L	26%
Compact Wheel Loaders	344 P-Tier	26%

Product Family	Model	List Price Discount
Compact Tele Lift Loader	326 P-Tier	26%

Product Family	Model	List Price Discount
Forestry Excavators	2154G	37%
Forestry Excavators	2654G	42%
Forestry Excavators	3154G	36%
Forestry Excavators	3754G	40%

Product Family	Model	List Price Discount
Crawler Log Loaders	2156G	38%
Crawler Log Loaders	2656G	38%
Crawler Log Loaders	2956G	37%
Crawler Log Loaders	3156G	37%
Crawler Log Loaders	3756G	33%

Product Family	Model	List Price Discount
Wheeled Feller Bunchers	643L-II	34%
Wheeled Feller Bunchers	843L-II	32%

Product Family	Model	List Price Discount
Tracked Feller Bunchers	803M	30%
Tracked Feller Bunchers	853M	33%
Tracked Feller Bunchers	859M	31%
Tracked Feller Bunchers	903M	31%
Tracked Feller Bunchers	953M	30%
Tracked Feller Bunchers	959M	30%

Product Family	Model	List Price Discount
Skidders	640L II	30%
Skidders	648L II	30%
Skidders	748L II	29%
Skidders	768L II	29%
Skidders	848L II	28%
Skidders	948L II	29%

Product Family	Model	List Price Discount
Knuckleboom Loaders	337E	31%
Knuckleboom Loaders	437E	34%

Product Family	Model	List Price Discount
Wheeled Harvesters	1070G	36%
Wheeled Harvesters	1170G	34%
Wheeled Harvesters	1270G	39%
Wheeled Harvesters	1470G	37%

Product Family	Model	List Price Discount
Tracked Harvesters	803MH	31%
Tracked Harvesters	853MH	32%
Tracked Harvesters	859MH	31%
Tracked Harvesters	953MH	30%
Tracked Harvesters	959MH	30%
Tracked Harvesters	959ML	30%

Product Family	Model	List Price Discount
Forwarders	1110G	36%
Forwarders	1210G	34%
Forwarders	1510G	39%
Forwarders	1910G	39%

Product Family	Model	List Price Discount
Base Coded Attachments	Various	14%

Additional Volume Discounts if Ordered on One Purchase Order

CE Volume Discount:

<i>Quantity</i>	<i>Additional Volume Discount</i>
5-7 Machines	1%
8-14 Machines	2%
15+ Machines	3%

CCE Volume Discount:

<i>Quantity</i>	<i>Additional Volume Discount</i>
8-14 Machines	1%
15+ Machines	3%

For Contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

ForsbergBrookeL@JohnDeere.com

**SOURCEWELL
STATE OF MINNESOTA**



Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services

Requesting Board permission to Re-Solicit the following categories:

Indefinite Delivery Indefinite Quantity Construction - Illinois

Heavy Construction Equipment with Related Attachments and Technology
CONSENT AGENDA ITEMS
NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
CenturyLink Communications dba Lumen Technologies Group	072822-LUM	"Communications Technology Consulting Services"
Ross & Baruzzini, Inc.	072822-RBZ	"Communications Technology Consulting Services"
Ten4 Mobility, LLC dba OpDecision	072822-TN4	"Communications Technology Consulting Services"
Safeware, Inc.	080922-SAF	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"
W.W. Grainger, Inc.	080922-WWG	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Ennis Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"
Hi-Lite Airfield Serices, LLC	062817-HLA	"Airport Consumable Products with Related Supplies and Services"
New Deal Deicing	062817-NDD	"Airport Consumable Products with Related Supplies and Services"
Epoke North America, Inc.	080818-EPK	"Snow and Ice Handling Equipment, Supplies and Accessories"

NEW IDIQ CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
NONE		

IDIQ Contract Extensions

Company Name	Contract Number	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Alternative Student/Client Transportation Solutions

Requesting Board permission to Re-Solicit the following categories:

Fabric Structures with Related Materials and Services

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Indefinite Delivery Indefinite Quantity Construction - Kansas

NEW CONTRACTS
CONSENT AGENDA ITEMS

Supplier Name	Contract Number	Solicitation Title
Advexure, LLC	011223-ADX	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Deep Trekker, Inc.	011223-DTK	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
FLYMOTION, LLC	011223-FLM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
RMUS, LLC	011223-RMS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Seafloor Systems, Inc.	011223-SEA	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Unmanned Vehicle Technologies	011223-UNM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Volatus Aerospace USA Corp.	011223-VTS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
CNH Industrial America, LLC	011723-CNH	"Heavy Construction Equipment with Related Attachments and Technology"
Caterpillar, Inc.	011723-CAT	"Heavy Construction Equipment with Related Attachments and Technology"
Gradall Industries, Inc.	011723-GRD	"Heavy Construction Equipment with Related Attachments and Technology"
Hitachi Construction Machinery	011723-HTI	"Heavy Construction Equipment with Related Attachments and Technology"
Hyundai Construction Equipment	011723-HCE	"Heavy Construction Equipment with Related Attachments and Technology"
John Deere Construction	011723-JDC	"Heavy Construction Equipment with Related Attachments and Technology"
Kobelco Construction Machinery	011723-KBL	"Heavy Construction Equipment with Related Attachments and Technology"
Komatsu America Corp.	011723-KOM	"Heavy Construction Equipment with Related Attachments and Technology"
Liebherr-America, Inc.	011723-LEB	"Heavy Construction Equipment with Related Attachments and Technology"
Link-Belt Cranes	011723-LIN	"Heavy Construction Equipment with Related Attachments and Technology"
LiuGong Construction Machinery	011723-LIU	"Heavy Construction Equipment with Related Attachments and Technology"
SANY America, Inc.	011723-SNY	"Heavy Construction Equipment with Related Attachments and Technology"
Volvo Construction Equipment	011723-VCE	"Heavy Construction Equipment with Related Attachments and Technology"
Across International, LLC	020723-ASI	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Carolina Biological Supply Company	020723-CBS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Eppendorf North America	020723-EPP	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Neta Scientific, Inc.	020723-NTA	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Possible Missions, Inc.	020723-PSB	"Laboratory and Science Equipment, Supplies and Related Technology and Services"

Thomas Scientific Holdings, LLC	020723-TMS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Avant Tecno USA	020223-AVT	"Medium Duty Construction Equipment"
Caterpillar, Inc.	020223-CAT	"Medium Duty Construction Equipment"
Clark Equipment Company	020223-CEC	"Medium Duty Construction Equipment"
Gradall Industries, Inc.	020223-GRD	"Medium Duty Construction Equipment"
Hyundai Construction Equipment	020223-HCE	"Medium Duty Construction Equipment"
JCB, Inc.	020223-JCB	"Medium Duty Construction Equipment"
LiuGong Construction Machinery	020223-LIU	"Medium Duty Construction Equipment"
Manitou North America, Inc.	020223-MAI	"Medium Duty Construction Equipment"
Tobroco Machinery, LLC	020223-TBO	"Medium Duty Construction Equipment"
XCMG Canada	020223-XCM	"Medium Duty Construction Equipment"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

APPENDIX A Continued

Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #011723
Entitled

Heavy Construction Equipment with Related Attachments and Technology

The following advertisement was placed November 15, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, and PublicPurchase.com, November 16, 2022 in Oregon's *Daily Journal of Commerce*, and on November 17 and November 24, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Best Equipment, Inc.	Komatsu America Corp.
Calder Brothers Corporation	LBX Company, LLC
Caterpillar, Inc.	Liebherr USA, Co.
Century Propeller	Link-Belt Cranes
Clark Equipment Company	LiuGong Construction Machinery North America, LLC
CNH Industrial America, LLC	MAZIO ATTACHMENTS, LLC
Construction Industry Center	Noregon Systems
Craig Manufacturing, Ltd.	Norlift, Inc.
Crane Works, Inc.	NPK Construction Equipment, Inc.
Doosan Infracore North America	PAPE MACHINERY
EASTERN EQUIPMENT SERVICES, LLC	Prime Vendor, Inc.

Falcon Equipment Holdings, LLC	ProCon, LLC
Federal Contracts Corp.	Pure Air Wellness, LLC
Gradall Industries, Inc.	PWXPress
Grove U.S., LLC dba Manitowoc	Quantum International Services, Ltd.
Hi-Vac Corporation	Regina Construction Association
Hitachi Construction Machinery America's, Inc.	SANY America, Inc.
Humdinger Equipment, Ltd.	SEGO Industries
Hyundai Construction Equipment Americas, Inc.	Sled Consulting, LLC
INTEGRITY EXPRESS LOGISTICS	UNITED RENTALS (NORTH AMERICA), INC.
John Deere Shared Services, LLC	Vans Equipment Co.
JRET CO. CORPORATION	Volvo Construction Equipment North America
Kobelco Construction Machinery U.S.A.	XCMG NORTH AMERICA CORPORATION

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 17, 2023 at 4:31:28 pm CT. Proposals were received from the following:

Caterpillar, Inc.
 CNH Industrial America, LLC
 Doosan Infracore North America
 Gradall Industries, Inc.
 Grove U.S., LLC dba Manitowoc
 Hitachi Construction Machinery America's, Inc.
 Hi-Vac Corporation
 Hyundai Construction Equipment Americas, Inc.
 John Deere Shared Services, LLC
 Kobelco Construction Machinery U.S.A.
 Komatsu America Corp.
 LBX Company, LLC
 Liebherr USA, Co.
 Link-Belt Cranes
 LiuGong Construction Machinery North America, LLC
 MAZIO ATTACHMENTS, LLC
 SANY America, Inc.
 Volvo Construction Equipment North America

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Michael Muñoz, CPPB, Procurement Analyst
 Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from MAZIO ATTACHMENTS, LLC, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Caterpillar, Inc. manufactures an extensive line of heavy construction equipment, attachments, and services. Their sales and service forces, and large dealer network are available to Sourcewell participating entities in the United States and Canada. Caterpillar is offering financing/leasing options, along with competitive discount ranges on machine and work tool list pricing.

CNH Industrial America, LLC provides a strong offering of loaders, motor graders, excavators, bulldozers, attachments, and technology. Their dealer network is strategically located across North America and is ready to serve Sourcewell participating entities in the United States and Canada. CNH Industrial America, LLC is also dedicated to their Clean Energy Leader® strategy which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. They are offering Sourcewell participating entities significant pricing discounts.

Gradall Industries, Inc. manufactures excavators for heavy construction use in a variety of models and configurations. They have regional sales and service managers that cover the United States and Canada. Their broad dealer network can provide training and service to Sourcewell participating entities. Financing options are available through Gradall dealers along with competitive discounts off MSRP.

Hitachi Construction Machinery America's, Inc. offers a full range of compact, mid-size, and large wheel loaders, excavators, attachments, and technology. Their dealer network is ready to serve Sourcewell participating entities in the United States and Canada. Hitachi's Consite telematics program allows tracking ability of fuel efficiency, machine location, and service alerts. They are offering Sourcewell participating entities generous pricing discounts.

Hyundai Construction Equipment Americas, Inc. provides excavators, crawler excavators, wheeled excavators, wheel loaders, skid steer loaders, articulated dump trucks, and track loaders. Their Hi MATE telematics service improves equipment uptime, and their Hi DETECT service improves safety by detecting the machines surrounding environment and issues warnings to the operator. They have 85 dealers with 192 locations that are ready to provide sales and service to Sourcewell participating entities in the United States and Canada. Hyundai Construction Equipment North America, Inc. is offering a solid discount off their list price.

John Deere Shared Services, LLC is offering a comprehensive solution of construction equipment including, but not limited to backhoes, crawler, tractor and wheel loaders, dozers, excavators, motor graders, and skid steers. Their WorkSight suite of technologies provides features including JDLINK Telematics, machine health prognostics, remote diagnostics and programming, payload weighing, and grade control. John Deere's extensive dealer network of nearly 1,500 locations in the United States and Canada stands ready to support Sourcewell participating entities. Their pricing proposal offers Sourcewell participating entities a significant discount from list prices.

Kobelco Construction Machinery U.S.A. supplies tracked excavators and crawler cranes in a wide variety of classes and capacities. Their dealer network composed of 163 locations is ready to serve Sourcewell participating entities in the United States and Canada. Kobelco's exclusive Integrated Noise and Dust Reduction (iNDR) system is also

available on their short radius excavators. They are offering Sourcewell participating entities competitive pricing discounts.

Komatsu America Corp. provides a substantial selection of wheel loaders, motor graders, tracked excavators, crawler dozers, articulated trucks, attachments, and technology solutions. Their dealer network of 263 locations can serve Sourcewell participating entities across the United States and Canada. Komatsu also offers their Komatsu Care program standard on Tier 4 Final machines that offers complimentary maintenance for 3 years or 2000 hours. Their pricing proposal includes generous discounts for Sourcewell participating entities.

Liebherr USA, Co. provides a strong offering of wheeled and tracked loaders, excavators, bulldozers, articulated dump trucks, attachments, and technologies. Their sales team and dealer network are ready to serve Sourcewell participating entities in the continental United States. Liebherr backs their equipment with a 60 month or 3000-hour standard warranty. They are offering Sourcewell participating entities substantial discounts from MSRP.

Link-Belt Cranes manufactures a wide selection of all-terrain, rough-terrain, telescopic crawler, lattice crawler, and telescopic truck cranes along with attachments and technology offerings. Their dealer network of 30 distributors is ready to serve Sourcewell participating entities throughout the United States and Canada. Link-Belt's included 3D Lift Planning allows users to create, save, view, and print three-dimensional lift plans from anywhere they have an internet connection. They are offering Sourcewell participating entities competitive pricing discounts.

LiuGong Construction Machinery North America, LLC offers a range of models for wheel loaders, excavators, soil compaction rollers, and an electric loader. Their 92 dealers, with 159 locations, can provide service and training to Sourcewell participating entities throughout the United States and Canada. They offer excellent discounts for base model equipment, to include parts and attachments.

SANY America, Inc. provides a large selection of wheeled and backhoe loaders, motor graders, tracked excavators, soil compactors, rough terrain and crawler cranes, attachments, and technology options. Their dealer network consisting of 91 locations is prepared to serve Sourcewell participating entities in the United States and Canada. SANY is a leader in advanced manufacturing and has two Lighthouse Factories designated by the World Economic Forum Global Lighthouse Network. They are offering Sourcewell participating entities generous pricing discounts.

Volvo Construction Equipment North America's catalog includes an extensive array of construction equipment including wheel loaders, excavators, haulers, compactors, pavers, skid steers, and compact track loaders. Volvo Co-Pilot offers a fully integrated and supported touch screen machine indication system to monitor machine and operator performance. Volvo's large dealer network is ready to serve Sourcewell participating entities throughout the United States and Canada. Their pricing proposal offers a solid discount from MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #011723 to:

Caterpillar, Inc.	#011723-CAT
CNH Industrial America, LLC	#011723-CNH
Gradall Industries, Inc.	#011723-GRD
Hitachi Construction Machinery America's, Inc.	#011723-HTI
Hyundai Construction Equipment Americas, Inc.	#011723-HCE
John Deere Shared Services, LLC	#011723-JDC
Kobelco Construction Machinery U.S.A.	#011723-KBL

Komatsu America Corp.	#011723-KOM
Liebherr USA, Co.	#011723-LEB
Link-Belt Cranes	#011723-LIN
LiuGong Construction Machinery North America, LLC	#011723-LIU
SANY America, Inc.	#011723-SNY
Volvo Construction Equipment North America	#011723-VCE

The preceding recommendations were approved on February 23, 2023.

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
Michael Muñoz
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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Bill Davison
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Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #011723 for Heavy Construction Equipment with Related Attachments and Technology**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

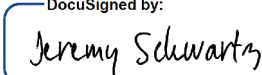
Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

011723-JDC

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:

1CAF73242BB647F...

By: _____
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGrade™ grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcwell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcwell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcwell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcwell.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	
72	Motor Graders	☒ Yes ☐ No	
73	Wheeled and tracked excavators	☒ Yes ☐ No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	☐ Yes ☒ No	
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
 - [Financial Strength and Stability](#) - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
 - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
 - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

AMENDMENT #1
TO
CONTRACT # 011723-JDC

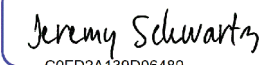
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales** now known as John Deere Construction Retail Sales, a division of John Deere Shared Services LLC (Supplier).

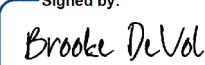
Sourcewell awarded a contract (011723-JDC) to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcewell and its Participating Entities, effective April 5, 2023, through April 14, 2027 (Contract).

Supplier wishes to change the name of the Contract holder to “John Deere Construction Retail Sales, a division of John Deere Shared Services LLC” as noted in its Proposal.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Procurement Officer
6/3/2025 | 9:22 PM CDT
Date: _____

John Deere Construction Retail Sales, a division of John Deere Shared Services LLC, formerly known as John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales
Signed by:

23E19C6B5FD143D...
By: _____
Brooke DeVol
Account Manager, Govt Contracts & Sales
6/6/2025 | 6:33 AM PDT
Date: _____



Proposal Evaluation
Heavy Construction Equipment with Related Attachments and Technology RFP #011723

		Caterpillar, Inc.	CNH Industrial America, LLC	Doosan Infracore North America	Gradall Industries, Inc.	Grove U.S., LLC	Hitachi Construction Machinery America's, Inc.	Hi-Vac Corporation	Hyundai Construction Equipment Americas, Inc.	John Deere Shared Services, LLC
Possible Points										
Conformance to RFP Requirements	50	44	40	39	43	36	40	39	40	41
Pricing	400	329	338	316	333	278	333	319	333	339
Financial Viability and Marketplace Success	75	67	65	62	63	59	60	61	62	62
Ability to Sell and Deliver Service	100	90	82	78	80	79	79	75	78	87
Marketing Plan	50	43	41	40	40	38	40	39	41	41
Value Added Attributes	75	66	64	61	58	58	61	55	58	64
Warranty	50	44	41	40	41	41	44	40	42	41
Depth and Breadth of Offered Equipment, Products, or Services	200	174	167	162	154	139	161	140	162	171
Total Points	1,000	857	838	798	812	728	818	768	816	846
Rank Order		1	4	14	11	16	9	15	10	3

		Kobelco Construction Machinery, USA	Komatsu America Corp.	LBX Company, LLC	Liebherr USA Co.	Link-Belt Cranes	LiuGong Construction Machinery North America, LLC	MAZIO ATTACHMENTS, LLC	SANY America	Volvo Construction Equipment North America
Possible Points										
Conformance to RFP Requirements	50	43	43	36	38	41	42		41	44
Pricing	400	348	343	265	336	329	340		329	334
Financial Viability and Marketplace Success	75	62	63	55	57	62	55		59	64
Ability to Sell and Deliver Service	100	80	83	73	75	81	80		79	85
Marketing Plan	50	41	43	35	37	41	41		42	43
Value Added Attributes	75	65	63	56	58	60	60		60	64
Warranty	50	42	43	40	43	41	44		42	44
Depth and Breadth of Offered Equipment, Products, or Services	200	154	166	146	165	154	158		168	159
Total Points	1,000	835	847	706	809	809	820		820	837
Rank Order		6	2	17	12.5	12.5	7.5		7.5	5

DocuSigned by:

James Voelker

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

Michael Muñoz

0B0204E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst

DocuSigned by:

Bill Davison

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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst



Proposal Opening Record

Date of opening: January 17, 2023

Sourcewell posted Request for Proposal #011723, for the procurement of Heavy Construction Equipment with Related Attachments and Technology, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, November 15, 2022, and the solicitation remained in an open status within the portal until January 17, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 17, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011723 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Caterpillar, Inc. - Submitted 1/17/23 at 4:10:22 PM
CNH Industrial America, LLC - Submitted 1/17/23 at 12:55:10 PM
Doosan Infracore North America - Submitted 1/17/23 at 10:42:22 AM
Gradall Industries, Inc. - Submitted 1/12/23 at 8:01:35 PM
Grove U.S., LLC dba Manitowoc - Submitted 1/16/23 at 10:51:24 AM
Hitachi Construction Machinery America's, Inc. - Submitted 1/17/23 at 11:11:54 AM
Hi-Vac Corporation - Submitted 1/16/23 at 4:23:39 PM
Hyundai Construction Equipment Americas, Inc. - Submitted 1/15/23 at 10:14:34 AM
John Deere Shared Services, LLC - Submitted 1/12/23 at 2:48:05 PM
Kobelco Construction Machinery U.S.A. - Submitted 1/17/23 at 11:06:30 AM
Komatsu America Corp. - Submitted 1/17/23 at 12:43:04 PM
LBX Company, LLC - Submitted 1/16/23 at 8:44:10 AM
Liebherr USA, Co. - Submitted 1/17/23 at 11:53:35 AM
Link-Belt Cranes - Submitted 1/16/23 at 2:39:01 PM
LiuGong Construction Machinery North America, LLC - Submitted 1/17/23 at 1:47:35 PM
MAZIO ATTACHMENTS, LLC - Submitted 1/17/23 at 3:41:06 PM
SANY America, Inc. - Submitted 1/17/23 at 3:57:09 PM
Volvo Construction Equipment North America - Submitted 1/10/23 at 9:00:46 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on January 17, 2023, at 4:31:28 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst



RFP #011723
REQUEST FOR PROPOSALS
for
Heavy Construction Equipment with Related Attachments and Technology

Proposal Due Date: January 17, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 15, 2022
Pre-proposal Conference:	December 6, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 9, 2023, 4:30 p.m., Central Time
Proposal Due Date:	January 17, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 17, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Heavy Construction Equipment with Related Attachments and Technology, including, but not limited to, the following types of heavy construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Motor graders;
- c. Wheeled and tracked excavators;
- d. Bulldozers, compactors, scrapers, articulated and rigid haulers; and,
- e. Cranes.

Proposers may include related equipment, accessories, attachments, technology, and services, to the extent these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. A Proposal must include **at least one** of the following four equipment types to be considered within scope of this solicitation. For purposes of Section II. B. 2. and its subsections, the term “published” means information that is readily available within the proposer’s printed literature or website and the proposer has verified the accuracy of the information:

- a. A wheel loader with published net horsepower (HP) of at least 300 HP;
- b. A wheeled or tracked excavator with a published net horsepower of at least 150 HP;
- c. A motor grader with a published maximum operating weight of at least 30,000 lbs; or,
- d. A rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3. The primary focus of this solicitation is on Heavy Construction Equipment with Related Attachments and Technology. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

4. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Equipment Rental with Related Services (RFP #062320);
- b. Forklifts and Lift Trucks with Related Services (RFP #091520);

- c. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
- d. Roadway Maintenance Equipment (RFP #080521);
- e. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- f. Roadway Paving Equipment (RFP #060122);
- g. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #TBD); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcwell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcwell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Proposers may also include used

equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$950 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcwell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the

Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;

- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/15/2022

Addendum No. 1

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a proposer required to have a CAGE or Unique Entity Identifier (SAM) code?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/15/2022, is required at the time of proposal submittal.



12/21/2022

Addendum No. 2

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of two RFPs included in the equipment, products, or services of this solicitation, RFP Subsections II. B. 4. g - h. are revised to remove the (RFP #####) placeholders, update the RFP title of RFP Subsection II. B. 4. g., and insert the actual RFP numbers, to read as follows:

* * * *

- g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/21/2022, is required at the time of proposal submittal.



12/29/2022

Addendum No. 3

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What information does Sourcewell require, if any, on a quote provided by an awarded supplier to a participating entity?

Answer 1:

Refer to Section 6. A. – Orders and Payment, of the Sourcewell contract template. "...order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller."

Question 2:

How does Sourcewell track what is sold on the contract for administrative fee verification from an awarded supplier?

Answer 2:

Refer to Section 8. A. – Contract Sales Activity Report, of the Sourcewell contract template. "Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract.

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. "Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract."

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/29/2022, is required at the time of proposal submittal.



01/6/2023

Addendum No. 4

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a dollar amount limit for non-contract, sourced, or open market items that can be included in a proposal? Are they also subject to the administrative fee?

Answer 1:

Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services.

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 2:

Can you elaborate more and/or give an example on what you are looking for in the question below from Table 10, Line Item 55 from the proposal questionnaire?

Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.

Answer 2:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/6/2023, is required at the time of proposal submittal.



01/10/2023

Addendum No. 5

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding Line Item 17 of the proposer questionnaire, are there any specific licenses or certifications that you are looking for?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Regarding Line Items 24 & 25 of the proposer questionnaire, if we don't do any direct business with eligible Sourcewell participants, government, education or non-profit customers are the references required?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/10/2023, is required at the time of proposal submittal.

RESOLUTION: 2025- 21

**A RESOLUTION OF THE CITY OF CRESTVIEW, OF
OKALOOSA COUNTY, FLORIDA, ADOPTING THE
FINAL BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, The City of Crestview of Okaloosa County, Florida on September 22, 2025 held a public hearing as required by Florida Statute 200.065;

WHEREAS, The City of Crestview of Okaloosa County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2026 in the amount of \$81,206,821; and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crestview of Okaloosa County, Florida that:

1. The Fiscal Year 2026 Final Budget be adopted.
2. Appropriations may be transferred within funds for the purpose of equalization when needed by a budget transfer with the approval of the City Manager and the Finance Director, as necessary.
3. The City Council during Fiscal Year 2026 may, by resolution, make any amendments to the Budget adopted by this Resolution, as it may deem necessary and proper.
4. All budget amendments requesting additional expenditures must also identify the corresponding funding source.
5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of September 2025.


JB Whitten, Mayor

ATTEST:


Maryanne Girard, City Clerk





Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Brady Peters, Parks and Recreation Director
DATE: 10/23/2025
SUBJECT: Jerry Pate Turf & Irrigation Contract

BACKGROUND:

The Grounds Maintenance division currently does not have all the equipment to make our athletic fields stay in top shape, with a lack of an industrial-sized sprayer, top dresser, and athletic field mowers. After speaking with a few surrounding cities, such as Panama City Beach, Destin, Fort Walton Beach, and Pensacola, we were recommended to go into agreement with Jerry Pate Turf & Irrigation, the local supplier of all Toro equipment for the Florida panhandle.

DISCUSSION:

There are two purchasing options with Jerry Pate Turf & Irrigation. A 60-month lease at Fair Market Value, returning the equipment once the lease has run out and receive updated equipment or a \$1.00 buyout after the 60-month lease to keep the equipment outright.

- It is best to lease the daily, heavy usage equipment that typically gets five (5) to seven (7) years of service, and to return the equipment at the end of the lease period, in lieu of increased maintenance costs.
- The equipment that is low usage is preferred to be purchased, as the life expectancy can be extended beyond ten (10) years.

In the contract with the Toro supplier, Jerry Pate Turf & Irrigation, the Grounds Maintenance division will be acquiring:

- Toro ProPass 200 Wireless (Purchase)
- (2) Toro Groundsmaster 3500-D, 24.8 hp Kubota Diesel (Lease)
- Toro Sand Pro 3040, 16 hp Briggs Vanguard (Lease)
- (2) Toro 48" 4000 Z Master TF2 Deck 24.5 HP Kawasaki FX-Turf Tires-Pro (Lease)
- (2) Toro 60" 4000 Z Master TF2 Deck 35 HP Kawasaki FX-26" Turf Tires-HDX Pro XL (Lease)
- Toro 60 GAL Spray Master 220 LBS (Purchase)
- Ventrac 4520P Kawasaki 31 HP DFI Gas* Liquid-Cooled (Purchase)
- Ventrac KC220 22" Stump Grinder (Purchase)
- Ventrac KY400 Trencher (Purchase)

All Toro equipment is priced through the OMNIA state contract pricing. This is a piggyback contract from Mesa, AZ, who went into contract with Toro on April 1, 2024. Their contract is set to expire on March 31, 2029 but, they have been under contract with Toro since 2014 and do not expect to see any changes in the future.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The first 12 months of the lease agreement are covered in the current fiscal year's budget, with future years to be budgeted accordingly.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the 5-year contract with Jerry Pate Turf & Irrigation and forward to the Mayor for signature.

Attachments

1. City of Crestview Parks Rec. Package Quote Q187119 100125 r1
2. Toro_Master_Agreement_2023_compressed-redacted_Redacted (2)

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
 301 Schubert Drive
 Pensacola, FL 32504
 800-700-7001
 850-484-8596 (fax)
 www.jerrypate.com

DATE: October 1, 2025
 EXPIRATION DATE: Valid 30 Days

Proposed Order

OMNIA Partners Participant Contract 2017025
Participant Number 5278818

Exclusively For: City of Crestview
 Attn: Andrew Peters
 100 N Hathaway St.
 Crestview, FL 32539

[Ph#] 448-207-5420

[Fax#]

[Customer Acct#]

[Email] petersb@cityofcrestview.org

Account Executive: Ben Wilson
 850-393-4556 Cell
bwilson@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice. ***PLEASE INITIAL HERE***				

Final Toro Pricing Will Reflects The OMNIA Contract Discount Omnia Customer 5278818

1	44751	Toro ProPass 200 Wireless	\$ 23,084.33	\$ 23,084.33
1	44724	Propass Tow Chassis And Fender Kit		
1	44713	ProPass Hydraulic Power Pack		
2	30807	Toro Groundsmaster 3500-D, 24.8 hp Kubota Diesel	\$ 49,196.42	\$ 98,392.84
2	136-3315	Wheel Weight Kit		
2	C4351R	Cool Top Canopy & Fan	\$ 1,512.00	\$ 3,024.00
1	08743	Toro Sand Pro 3040, 16 hp Briggs Vanguard	\$ 31,385.72	\$ 31,385.72
1	08714	Manual Blade (40 Inch)		
1	08735	Carbide Tine Toolbar		
1	08838	Midmount Toolbar System		
1	08753	QAS Grooming Broom		
1	08757	Steel Drag Mat		
1	08756	QAS Drag Mat Carrier System		

OMNIA Contract Discount is 22% off Current MSRP

Subtotal	\$ 155,886.89
Toro Surcharge 5%	\$ 7,794.34
Dealer Prep	\$ 2,825.00
Destination	\$ 336.00
Total	\$ 166,842.24

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com





Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
2	74000	Toro 48" 4000 Z Master TF2 Deck 24.5 HP Kawasaki FX-Turf Tires-Pro <i>OMNIA Contract Discount is 27% off Current MSRP</i>	\$ 9,489.27	\$ 18,978.54
2	74020	Toro 60" 4000 Z Master TF2 Deck 35 HP Kawasaki FX-26" Turf Tires-HDX Pro XL <i>OMNIA Contract Discount is 27% off Current MSRP</i>	\$ 11,354.42	\$ 22,708.84
1	34243	Toro 60 GAL Spray Master 220 LBS <i>OMNIA Contract Discount is 27% off Current MSRP</i>	\$ 19,141.33	\$ 19,141.33
			Subtotal	\$ 60,828.71
			Toro RLC Surcharge 3%	\$ 1,824.86
			Dealer Prep	\$ 2,506.14
			Destination	\$ 500.00
			Total	\$ 65,659.71
1	39.51216	Ventrac 4520P Kawasaki 31hp DFI Gas* Liquid-Cooled	\$ 31,328.00	\$ 31,328.00
1	70.4167-99	Full Suspension Seat		
1	70.4067	Dual Wheel Kit-All Terrain		
1	70.4169	4520 Canopy		
1	70.4170	Fan, Kit		
1	70.4163	Foot Pedal Control Kit <i>OMNIA Contract Discount is 12% off Current MSRP</i>		
1	39.55301	Ventrac KC220 22" Stump Grinder <i>OMNIA Contract Discount is 12% off Current MSRP</i>	\$ 4,870.80	\$ 4,870.80
1	39.55455	Ventrac KY400 Trencher <i>OMNIA Contract Discount is 12% off Current MSRP</i>	\$ 7,004.80	\$ 7,004.80
			Subtotal	\$ 43,203.60
			Dealer Prep	\$ 2,160.18
			Destination	\$ 2,160.18
			Total	\$ 47,523.96

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Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
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Subtotal	\$	259,919.20
Dealer Prep	\$	7,491.32
Toro & RLC Surcharge	\$	9,619.21
Destination Fee	\$	2,996.18
Total Proposal	\$	280,025.91

DLL Equipment Finance		
60 Month Fair Market Value Lease, Mthly. Pymt.,	\$	4,877.88
60 Month \$1.00 Buyout Purchase Option, Mthly. Pymt.,	\$	5,449.30

**Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!**

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____

Signature Date

Print Name Title

Thank you, we appreciate your business!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



City of Mesa, AZ

Contract 2023261

for

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

with

The Toro Company

Effective: April 1, 2024

The following documents comprise the executed contract between the City of Mesa, AZ and The Toro Company, effective April 1, 2024:

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



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2023261
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 450
	Mesa, AZ 85201
Attention	Jess Romney, NIGP-CPP, CPPB Procurement Supervisor
E-Mail	Jess.Romney@MesaAZ.gov
Phone	(480) 644-5798

With a copy to: City of Mesa – PRCF
Attn: Tyler Dees
Parks Maintenance Supervisor
P.O. Box 1466
Mesa, AZ 85211-1466
Tyler.Dees@MesaAZ.gov

AND

THE TORO COMPANY, (“Contractor”)

Mailing Address	8111 Lyndale Ave South
	Bloomington, MN 55420
Remit to Address	
Attention	Jon Stodola Government Sales Manager
E-Mail	Jon.Stodola@Toro.com
Phone	(952) 887-7937
Fax	

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 3rd day of October 2023, 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 **2023261** ("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, 2024**, and ending on **March 31, 2029**. 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) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before 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 before 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 before the expiration of the then-current term.
- 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.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

- 3. **Orders**. Orders are 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 OMNIA Partners 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.

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, who do not participate in any offerings not subject to this Agreement.

Supplier 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 subject to the terms of this Agreement.

- 5.3 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. 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 and pricing of each unit;
- i. Applicable Taxes;
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee, excluding those charged by third parties. Otherwise, payment will be through a traditional method of a check.

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 before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before 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/\$2 million aggregate Commercial General Liability insurance, including Products and 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 the 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 in 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
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: _____

Edward Quedens
Printed Name

Business Services Director
Title

10/7/2023
Date

THE TORO COMPANY

By: Edric C. Funk

Edric Funk
Printed Name

Group Vice President
Title

10/04/2023
Date

REVIEWED BY:

By: Jess Romney
Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

EXHIBIT A SCOPE OF WORK

1. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, as defined in the OMNIA Partners Documents (Exhibit D), has partnered with the OMNIA Partners to make this contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) 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 OMNIA Partners' 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 OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit D, or as otherwise agreed to. Exhibit D contains additional information on Omnia Partners and the cooperative purchasing agreement.
2. **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 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:** Contractor shall warrant that all equipment and parts labeled as new and furnished 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 agreement is dependent upon the availability of prompt professional service. Contractor, or it's 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 dealers and/or distributors, to use their best efforts to provide parts within twenty-four (24) hours and to use their best efforts to be 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 digital form or through a web link. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.

- G. **MODIFICATIONS OF TERMS:** Participating Public 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.

3. **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:** 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.

- B. **CURRENT PRODUCTS:** All products being offered in this agreement 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. Contractor should use reasonable efforts to deliver replacement products to 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 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.

4. **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.

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 thousands of dealers that sell our Landscape Contractor Equipment (LCE), Irrigation, Sitework Systems (SWS), Ventrac, 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, typically. 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 'Tab 2_Toro Distribution List' 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 'Tab 2_Toro Distribution List'.

- 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.

Toro Commercial products are manufactured in Tomah, WI, and Windom, MN, and aggregated at our distribution center for shipment 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 'Tab 3_SNC Certificate of Delivery' 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 22 commercial distributors nationwide that handle product fulfillment and service for customers. These are in the form of distributors that work primarily with our Commercial Division equipment (golf and grounds) with exclusive territories, and thousands of dealers that sell our Landscape Contractor Equipment (LCE), Irrigation, Sitework Systems (SWS), Ventrac, 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.

See 'Tab 2_Toro Distribution List' for a complete list of authorized dealers, by category.

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

Toro has been providing reporting to OMNIA Partners on a monthly bases as identified in the OMNIA Partners Administrative Agreement and will continue to comply with the requirements and format requested here within.

We will continue to provide Agency detail at the national and Agency level and provide Member numbers with each order, as available. Below is an example of the format Toro has been using for reporting sales to OMNIA Partners. Should the City of Mesa or OMNIA Partners' requirements change at any point throughout the term of this agreement, we will work with our administrative team to comply with updates or changes.

OMNIA [®] PARTNERS			Supplier Name:	Total Sales \$0.00												FOR OMNIA USE ONLY			
			Contract Number:	Admin Fee %															
			Reporting Period:	Total Admin Fee \$0.00															
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniquelid	Rebate Due	Rebate Name			

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, slope mowers, four wheel steer mowers, snow removal attachments, synthetic turf groomers, compact utility loaders, transport and utility vehicles to meet the needs of any golf course, park, sports field and general grounds maintenance facility. See attachment 'Tab 3_SFG Catalog' for a list of commercial equipment dedicated to the public sector.

*Due to size limitations, we are unable to upload our entire product or parts catalogs.

- 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 Equipment (LCE), Sitework Systems (SWS), Ventrac, 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. Lithium-ion products have a 4-year warranty on the battery except for Workman products and they carry a 5-year warranty. 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:



The Toro Warranty

Two-Year or 1,500 Hours Limited Warranty

Conditions and Products Covered

The Toro Company warrants your Toro Commercial product ("Product") to be free from defects in materials or workmanship for 2 years or 1,500 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
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*. Repairs for product issues caused by failure to perform required maintenance and adjustments are not covered under this warranty.

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.
- Product failures which result from failure to perform recommended maintenance and/or adjustments.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts consumed through use that are not 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, flow meters, and check valves.
- Failures caused by outside influence, including, but not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals.
- 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.

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 your Authorized Toro Service Center.

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. Note: (Lithium-Ion battery only): Refer to the battery warranty for additional information.

Lifetime Crankshaft Warranty (ProStripe 02657 Model Only)

The ProStripe which is fitted with a genuine Toro Friction Disc and Crank-Safe Blade Brake Clutch (integrated Blade Brake Clutch (BBC) + Friction Disc assembly) as original equipment and used by the original purchaser in accordance with recommended operating and maintenance procedures, are covered by a Lifetime Warranty against engine crankshaft bending. Machines fitted with friction washers, Blade Brake Clutch (BBC) units and other such devices are not covered by the Lifetime Crankshaft Warranty.

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.

The Toro Company is not 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 Emissions 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.

374-0253 Rev I

**Battery Limited Warranty**

Battery

The rechargeable lithium-ion battery is warranted to be free from defects in materials and workmanship for a period of years as listed in the table below. Over time, battery consumption reduces the amount of energy capacity (Amp-hours) available per full charge. Energy consumption varies due to operating characteristics, accessories, turf, terrain, adjustments, and temperature.

Product	Warranty Period
Vista Shuttle Vehicle	5 years
Workman Lithium Utility Vehicle	5 years
Greensmaster eTriFlex 3370 Traction Unit	4 years
Greensmaster eFlex 1021/e1021 Greensmower	4 years
Groundsmaster e3200 Traction Unit	3 years or 2,000 hours

374-0335 Rev B



TORO PROTECTION PLUS COMMERCIAL EQUIPMENT PLAN

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 mechanical breakdown of a covered component, the Plan will pay up to \$77 for mobile service or \$0.58/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.

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 mechanical 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 one hour of posted shop labor rate for mobile service or \$0.58/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.

TORO PROTECTION PLUS
P. O. Box 19326 • Lenexa, KS 66285

800-976-TORO
(800-976-8676)

Customer Service: tppsales@toro.com
Claims Inquiries: tpclaims@toro.com

Rev. 12/1/2019



COMMERCIAL EQUIPMENT PLAN TERMS and CONDITIONS

MECHANICAL 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 mechanical breakdown, subject only to the exclusions stated below. Mechanical 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 MECHANICAL 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 Mechanical 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, 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 \$50 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 \$50 (which ever 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.

Rev. 12/1/2019

- 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 in 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.

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 its 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 GM5900/5910 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 greens mower and a fairway mower known as the Reelmaster 5010-H. 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 integrated an innovative 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.



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 offer for sale a Greensmaster® eFlex® and eTriFlex® greens mower 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 for 2024 is the Groundsmaster e3200 electric power out-front rotary mower. This is a 2 wheel drive unit with on-board charger, seat options and the choice of a 60" side discharge or rear discharge deck. The e3200 offers no compromise power and performance, and comes standard with 11 HyperCell batteries. HyperCell is a patent-pending Toro designed and developed lithium-ion battery technology that is good for the life of the machine. If needed, can be configured with up to 17 batteries to achieve all-day runtime in more challenging conditions. This unit operates more quietly than traditional diesel power units and produces zero tailpipe emissions. Because it uses no fuel, and requires less maintenance (i.e., filters, belts, fluids), the e3200 provides operational savings versus diesel powered units.



Toro also offers three utility vehicles powered by the patent-pending, Toro designed and developed, lithium-ion battery technology. Details below.

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.

- e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

TTC is proud to have earned several awards in 2022 in recognition of our product innovation, environmental leadership and community support. These include:

- U.S. Environmental Protection Agency (EPA), WaterSense® 2022 Excellence Award, 8th consecutive year
- Association of Plastic Recyclers, 2022 Recycling Demand Champion
- Worth Magazine, 10 Most Sustainable Companies 2022
- FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah, Wisconsin, facility
- Equipment Today, 2022 Contractors' Top New Products
- Rental Magazine, 2022 Editor's Choice Award winner
- Construction Equipment, Top 100 New Products of 2022
- Wisconsin Department of Natural Resources, Green Tier Recipient, 10th consecutive year for the Tomah, Wisconsin, facility
- Green Industry Pros, 2022 Editor's Choice Awards
- Keep Riverside Clean & Beautiful, 2022 Sponsor of the Year Award

In addition, The Toro Company also received the Gold Medal for Innovation, awarded to the Reelmaster 5010-H at demopark + demogolf.

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.

- f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.

GM3500: Sidewinder® feature

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.

Greensmaster eTriFlex 3360 and 3370: Radius Dependent Speed (RDS) System

Provides optimal perimeter cut performance by maintaining consistent cutting unit clip rate in turns on each individual reel regardless of machine speed or turn angle. Individual wheel speed control is also maintained during turns for reduced wheel scrubbing on turf.

GM5900, GM4000, GM4100, GM4500, GM4700: SmartCool™ System

The SmartCool 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

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.

GM7210: Polar Trac system, only zero-turn mower that converts to a winter tracked snow and ice removal/treatment machine

- Converts the Groundsmaster® 7210 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 series: bi-directional impact absorption on wing decks up to 5 mph.

Groundsmaster 4300-4WD: CrossTrax all-wheel drive system

Reelmaster 5010-H 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 and EdgeMax Bedknives

Reduced maintenance through improved edge retention (resulting from use of more advanced reel blade material and improved design geometry).

ProCore 648s

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 be 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.

FieldPro 6040

Create ballfields that fans and players love with the Toro Field Pro 6040. This workhorse features efficient operation with the innovative MultiTool™, ergonomic operator comfort, and incredible versatility in attachment options. The dedicated platform produces a consistent, superior infield playing surface regardless of starting conditions. Precision engineering means precise results.

- Consistent Results – The rugged chassis, commercial-grade components, and wide range of attachments produce major league playing surfaces for your home field.
- More Efficient – Four tools can be carried at once, dramatically reducing time spent preparing infields while allowing the operator to scarify, grade and drag smooth in a single pass.
- Increased Versatility – Dozens of Toro Sand Pro®, Bullseye™ and third-party attachments easily make the Field Pro 6040 the go-to, start-to-finish ball field maintenance machine.

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 Educator 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.

GeoLink

GeoLink® is the industry's first turf-based precision spray system. Turf professionals will benefit from substantial chemical savings thanks to individual nozzle control and sub-inch accuracy. Reporting is simple with GeoLink; application rates, coverage maps, area and volume data are easily downloaded for thorough record keeping. The weatherproof touchscreen is rugged enough to withstand the most challenging conditions and makes

- application programming straightforward with just the touch of a button.

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 an EFI gasoline engine, 48-volt Lead-acid electric or Lithium-ion electric provide the performance to tow 1,500 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 MDX utility vehicle

Available in either gasoline or Lithium-ion electric. The Lithium Powered MDX utilizes Toro's patent-pending Lithium-ion HyperCell batteries that provide extended battery power for consistent performance over the life of the vehicle. The MDX Lithium quickly charges overnight, keeping you running all day long.

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® MDX Series utility vehicles have the highest total payload capacities in their class for maximum productivity. Get more jobs done in less time. - 1,650 lbs. (748 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 HDX 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® HDX vehicle provides a total payload capacity of up to 3,352 lbs. (1,524 kg).

Workman UTX

The Workman UTX is a straightforward, no-nonsense, 4-wheel drive utility vehicle built to stand up to the toughest tests without compromising performance. With standard commercial-grade components, the highest payload in its class, and a proprietary speed control system, it's designed for the rigors of a long work week, not a few hours of recreation on the weekends. The Workman UTX has the muscle to blast through snowdrifts while still maintaining the ability to regulate speed and sound in sensitive areas. To raise the standard further, every Workman UTX features an integrated plow mount, power steering, turn signals, brake lights, and a spray-on bed liner. UTX Series vehicles have up to 2,000lb. towing capacity and 1,250lb. cargo capacity.

- **Commercial-Grade Tough**
With a rock-solid, high-strength steel frame, integrated plow mount, selectable 4WD with front and rear differential locks and oversized shocks, bearings and bushings the Workman UTX is up to any challenge.
- **Capable of Doing Any Job**
A ton (2,000 lbs. / 907 kg) of towing, 25% more cargo capacity than competitors and two standard 2" (5 cm) receivers (front and rear) gives the Workman UTX the means to tackle any job.

- All-Day & All-Season Comfort
2 or 4-passenger models make sure you have the room for you and your crew and a climate controlled cab keeps them comfortable in any conditions.
- Precision Control
A proprietary system allows for the perfect amount of power to be applied to the job, no matter the desired ground speed. This can mean lower RPMs, and with it lower fuel consumption and sound, or higher RPMs for more power to push snow or haul a heavy load.
- Versatile Performance
The Workman UTX is made to work in multiple environments. Its road ready with standard LED headlights, turn signals, hazards and brake lights and built to handle snow and ice like a BOSS®.

Vista

Built for work and designed for comfort, Toro Vista provides transportation across any property with ease. Vista is available in 4-, 6-, and 8-passenger models. The polar white body and assortment of accessories allow for easy customization no matter the venue. Toro Vista is the perfect choice for any campus, event space, resort, and more. Impress your guests with quick and convenient transportation in the Toro Vista

- Power – Choose between HyperCell® Lithium-ion Battery or EFI gas engine to power your 4, 6, or 8-passenger shuttle. Need more run time? Add an additional battery on your Lithium models.
- Heavy-Duty Frames – The frame of each shuttle size is specifically designed to handle the anticipated weight. No need to worry about a bowed frame after years of use.
- Comfort – Comfort was top of mind when designing the shuttle with both the driver and passengers in mind. Experience ample storage, legroom, independent suspension, and ergonomic design throughout.
- Parking Convenience – The electronically controlled parking brake seamlessly activates once the vehicle comes to a stop and deactivates when the driver presses the pedal (on Li models).

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 version 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 Final 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 'Tab 3_Attachment C – Sample Equipment Specifications'

- j. All responders 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 'Tab 3_SP3040_5040 Golf Sell Sheet'; 'Tab 3_Workman HD_Sell_Sheet'; 'Tab 3_RM3100_Sell_Sheet'; 'Tab 3_GM4100_4110_Sell_Sheet'; 'Tab 3_z-master-4000-zero-turn-sell-sheet' for descriptive literature and specification for each of the items referenced in Attachment C.

- k. Submit all information that will aid the City in evaluating your proposal.

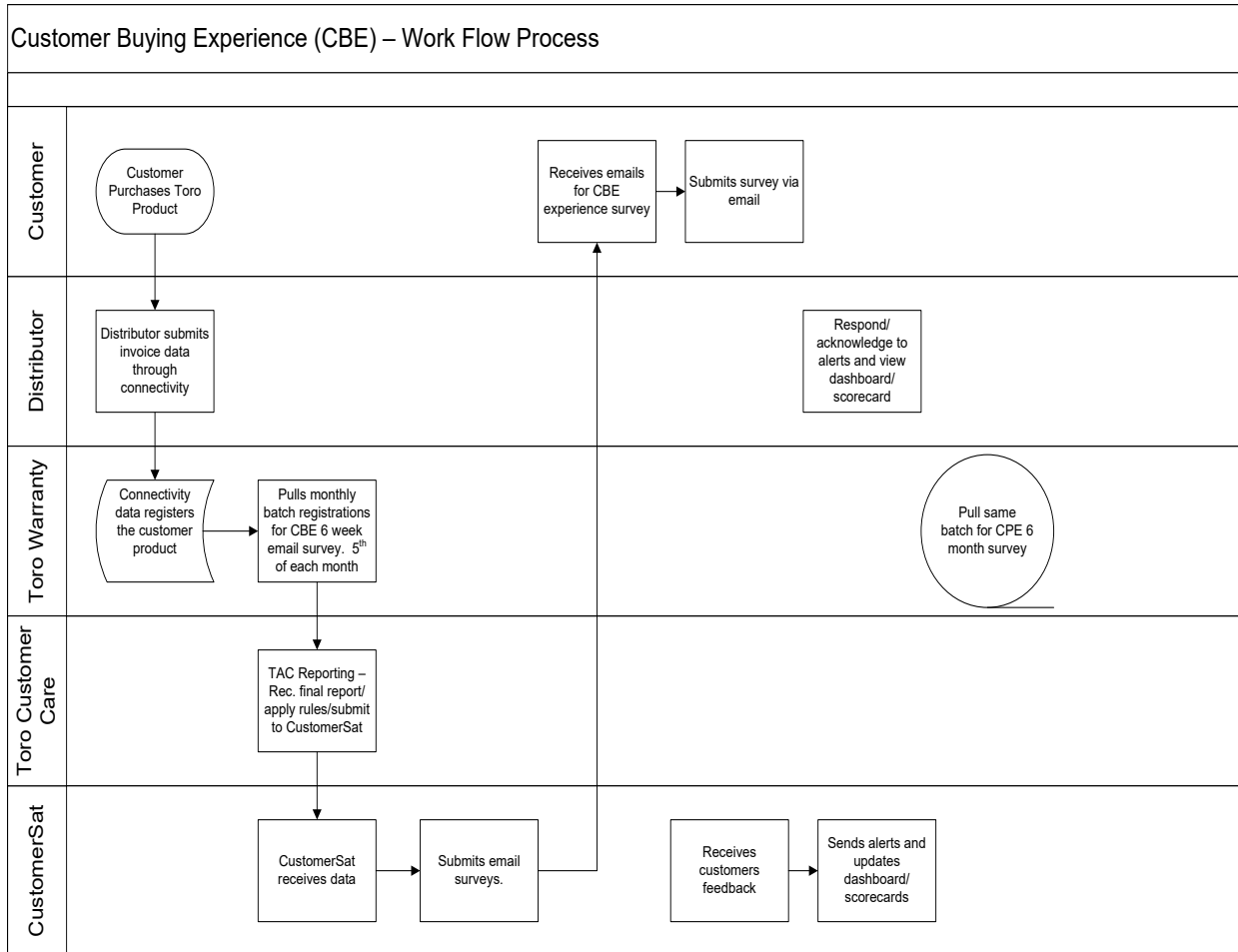
A unique offering that Toro has is MyTurf maintenance tracking system.

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. Wireless Hour Meters are also available for non-Toro products to help you maintain your entire fleet of equipment.

- I. If Respondent requires additional agreements, a copy of the proposed agreement must be included with the 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:
 1. Provide detailed information explaining your service capabilities. CHARTS

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. Below are some examples of our processes and reporting.



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 (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 blades, for each of the pieces identified in Attachment C, see attachment 'Tab 3_Cycle Cost Information'. 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.

- b. 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 available upon request, schedules permitting. These sessions can be conducted 'live' or online and may be recorded for future use by the agency.

- c. 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 available to technicians.

Commercial Technical Education Pathways		Technical Basics	System Qualifications					Product Qualifications						
			Engine Control Systems	Toro Intermediate Hydraulics	Toro Intermediate Electrical/Electronics	Hybrid/Alternative Power Systems	Digital and Autonomous Solutions	Climate Control Systems	Reel Mowers	Rotary Mowers	Vehicles	Sprayers	Specialty Equipment	
	Duration (min)*													
Commercial Technical Basics														
Basic Troubleshooting (GEARS) for Service Technicians	30	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Electrical	90	X	X	X	X	X	X	X	X	X	X	X	X	X
Toro Electrical Assessment	60	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Hydraulics	180	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Engines	60	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Drivelines	30	X	X	X	X	X	X	X	X	X	X	X	X	X
Charging and Starting System Basics - Delco Remy	120	X	X	X	X	X	X	X	X	X	X	X	X	X
Introduction to Lead Acid Batteries	25	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Agronomy	30	X	X	X	X	X	X	X	X	X	X	X	X	X
Product Courses														
Introduction to Commercial Products	15								X	X	X	X	X	X
Introduction to Reel Mowers	105								X					
Greensmaster 1000 Service Quick Hit	15								X					
Introduction to eTriFlex	100								X					
Greensmaster Flex 1018/1021 Service Quick Hit	15								X					
Introduction to Rotary Mowers	60									X				
Groundsmaster 3200/3300 Service Quick Hit	15									X				
Groundsmaster 3200/3300 Accessories Quick Hit	15									X				
ProLine H800 Service Quick Hit	15									X				
Introduction to Outcross 9060	60										X			
Workman Utility Vehicles Overview	15										X			
Workman UTX Commercial Service Quick Hit	20										X			
Introduction to Sprayers	90											X		
Introduction to Specialty Equipment	20												X	
Bullseye Products: Introduction for Service	80													X
PC648 Overview & Maintenance	20													X
Field Pro 6040 Commercial Service Quick Hit	15													X
Greensmaster 1000 Service Quick Hit	15								X					
Toro Systems														
Engine Control Systems														
Basic Tier 4	20		X							X	X			
Electronic Control Unit System	45		X							X	X	X		
High Pressure Common Rail (HPCR) Fuel Injection System	25		X							X	X	X		
Introduction to Yanmar SMARTASSIST Direct	45		X							X	X	X		
Yanmar Regeneration	15		X							X	X	X		
Troubleshooting Using SMARTASSIST Direct	15		X							X	X	X		
Yanmar Tier 4 Webinar Series	360		X							X	X			
Hybrid Systems														
Hybrid Technology	60					X				X				
Hybrid Webinar Series	240					X				X				
Introduction to Lithium-Ion Batteries (F20)	25					X				X		X		
Testing and Troubleshooting Lithium-Ion Systems (F21)	25					X				X		X		
Toro Electronics														
CAN Bus System Fundamentals	20				X	X	X			X	X	X	X	X
Cultivation, Agronomics & ACA														
Aeration Technology Overview	45													X
After Aeration Appearance and Troubleshooting	20													X
Introduction to Aftercut Appearance	15									X				
Troubleshooting Aftercut Appearance	10									X				
Webinar: Aftercut Appearance 2022 - 1 of 2	60									X				
Webinar: Troubleshooting Aftercut Appearance Webinar 2 of 2	60									X				
GeoSystems														
Introduction to GeoLink	70						X							
GeoLink Introductory Video Series	15						X							
GeoLink Solutions Product Quick Hit	15						X							
Introduction to AutoSteer	15						X							
Robotics Fundamentals	30						X							
Diagnostics														
Toro Diagnostic Software Tools	50		X	X	X	X	X	X	X	X	X	X	X	X
Instructor-Led Courses														
Teaming with Toro	24h									Optional, but recommended for all.				
Hands-On Tier 4	16h		X							X	X	X		
Hands-On eTriFlex Riding Greensmower	16h									X				
Hands-On Outcross	16h											X		
Hands-On Sprayers	16h												X	
Virtual GeoLink & AutoSteer	12h						X						X	

5. 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 'Tab 3_SNC Certificate of Delivery' 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.

Due to the volatility in pricing over the past few years, customer may opt to use a Budgetary Cap pricing model that locks in a not to exceed price at the time of order so the Agency can set a budget "cap" for their products. If prices do not increase to the budgetary cap amount, the product will be repriced at the time of delivery to the current contract price, whichever is lower.

- 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 attachment 'Tab 3_Sample Invoice'.

6. Other

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.

7. Describe any government rebate programs that are offered.

A volume-based "Smart Value Program" is part of our offering that incentivizes agencies to spend more and/or rewards agencies that have higher spend volumes by offering 'Free Goods' based on their total spend amount. As such, we encourage our dealers/distributors to work with their customers to review their usage on a regular basis and identify any costs savings opportunities that may exist. Agencies are then allowed to use these 'Free Goods' to purchase service, parts, or wholegoods based on the amount they receive. At minimum, this is done annually, but it is encouraged to be reviewed quarterly so that we can continue to identify additional support for agencies throughout the year. Smart Value goods are based on individual POs and may not be combined with multiple POs, unless approved by Toro. See below for details.

Toro Commercial Purchases	Customer Free Goods \$	Toro Commercial Purchases	Customer Free Goods \$
\$200K-\$249K	\$4,500	\$550K-\$599K	\$20,000
\$250K-\$299K	\$6,000	\$600K-\$649K	\$22,000
\$300K-\$349K	\$10,000	\$650K-\$699K	\$24,000
\$350K-\$399K	\$12,000	\$700K-\$749K	\$26,000
\$400K-\$449K	\$14,000	\$750K-\$799K	\$28,000
\$450K-\$499K	\$16,000	\$800K-\$849K	\$30,000
\$500K-\$549K	\$18,000	\$850K*	\$32,000
*"Free Goods" increase \$2,000 for every additional \$50,000 in purchases.			

**EXHIBIT B
PRICING**

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 Equipment	22.00%
	Specialty Vehicles	7.00%
	Bullseye Equipment	5.00%
	LCE Equipment	27%*
	LCE Snow Equipment	20.00%
	SWS Equipment	17.00%
	BOSS Snowplows and Accessories	18% - 25%*
	Ventrac 4520 Series	8.00%
	Ventrac SSV 2100 Series	3.00%
	Sentinel	35%-40%*
	Res Com Irrigation	35%-40%*
	Large Rotors	15.00%
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	Commercial Equipment	22.00%
	Specialty Vehicles	7.00%
	Bullseye Equipment	5.00%
	LCE Equipment	27%*
	SWS Equipment	17.00%
	Ventrac 4520 Series	8.00%
	Golf Irrigation	40.00%
C	RELATED EQUIPMENT PARTS	
	Commercial Division Performance Parts (City of Mesa only) Pricing is reflected in	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 condition
E	BALANCE OF LINE	
	All product categories are included in our response to the	
	SPORTS FIELDS AND GROUNDS EQUIPMENT (and/or)	
	GOLF COURSE MAINTENANCE EQUIPMENT	

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name: The Toro Company

Date: _____

RFP # 2023261

**ENHIBIT B
PRICING**

Toro Company Discounts by Category

OMNIA Contract 2017025

The award provides discounts off Toro's current 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 (Liquid De-Icing Products) **18% off**
- Boss Equipment (Snowrator Units Only) **\$400 off**
- Boss Equipment (All other equipment) **25% off**
- Ventrac 4520 Wholegoods, Attachments and Accessories **8% off**
- Ventrac SSV Products **3% off**
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories (A/B) **40% off**
- Residential Commercial (ResCom) Irrigation Accessories (RA) **35% off**
- Residential Commercial (ResCom) Irrigation Allied Products (RB) **0% off**
- Sentinel Irrigation Wholegoods, Attachments, and Accessories (A/B) **40% off**
- Sentinel Irrigation Wholegoods, Attachments, and Accessories (RA) **35% off**
- Sentinel Irrigation Allied Products (RB) **0% 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](#).

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. 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.
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. 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 deliver products and services by contractually agreed upon delivery dates.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/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 compliance 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 collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute 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. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. 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 understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.
- 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 or services to the City.

- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.
 - g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.
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, then 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, whether or not related to the Agreement, 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 body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and 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 documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying 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 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.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. 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 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 of the Agreement 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;
 - iv. Fails to carry out any term, promise, or condition of the Agreement; or
 - v. 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 will 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, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the 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. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
 - 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 demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

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 (but not products) 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 (but not products) exceeds the contract price, the City may recover the excess cost by: (i) requiring reimbursement to the City within 30 days of receiving the request for reimbursement from 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, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
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 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, except to the extent cause by City or it's agents, 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. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

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 services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, 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: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) 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.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of 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 person 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 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.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.
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 warranty in section 34, Contractor will without limitation and 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 applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
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.
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 sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. 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, facsimile or email, 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 herein.
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 A.R.S §§ 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 this 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 if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

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, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“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 OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners 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, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. 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 OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, 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. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ 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 OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- 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 OMNIA Partners 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 3% 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 OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$35 Million. Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. 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 OMNIA Partners. 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 (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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 OMNIA Partners 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 OMNIA Partners 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, 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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits 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 RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

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 \$4.51 billion in fiscal 2022, 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.

B. Total number and location of salespersons employed by Supplier.

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, Ohio, 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. These resources are located in every state except Alaska.

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

The large majority of Toro's government business goes through our Commercial distributors. 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. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

D. Annual sales for the three previous fiscal years.

The Toro Company has had sales for 2020, 2021 and 2022 of [REDACTED], [REDACTED] and [REDACTED] respectively.

a. Submit FEIN and Dunn & Bradstreet report.

See attached 'Tab 5_Form W-9_TTC' for confirmation of Toro's FEIN and 'Tab 2_TTC_DUNNS REPORT' for a copy of the Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

Our focus on sustainability, including ESG priorities, underpins our purpose of enriching the beauty, productivity and sustainability of the land. Sustainability is the foundation of our strategic priorities, and we are committed to leveraging innovation to reduce the impact of our operations, products and services. We integrate sustainable considerations to deliver innovative products and solutions, and our corporate strategy, industry leadership and expertise help guide our efforts.

To direct our efforts, we conducted an internal sustainability materiality assessment to identify ESG areas and topics of importance to The Toro Company. As a result, we developed four sustainability pillars to guide strategic actions and disclose topics of importance.

- **Planning:** Commitment to embed sustainability into our culture by enhancing our strategic approach to sustainability initiatives, providing more transparency and supporting our pillars and program development.
- **People:** Commitment to promote the growth, development, health, safety and wellness of our employees and give back.
- **Product:** Commitment to develop innovative, safe and high-quality products that yield performance, productivity and environmental benefits for our customers.
- **Process:** Commitment to continuous improvement of operational and resource efficiency; energy, water, and waste management; and Lean management across our value chain.

Attached is a full 76-page, sustainability report, 'Tab 2_2022 Sustainability Report' that provides further information green initiatives and policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Our DEI Mission

At The Toro Company, we believe our best performance comes when our teams are diverse. We strive for diversity, equity and inclusivity throughout our organization to elevate collaboration, spark innovation, and unleash excellence in all that we do!

Reflected in our core values, it is important to respect what makes us each unique, so that all employees have the freedom to be their best selves at work and feel a genuine sense of belonging.

Diversity, Equity & Inclusion are part of The Toro Companies Fiber.

As a large publicly traded company, The Toro Company does not directly meet the requirements for any of the certifications listed below. However, many of the dealers/distributors we partner with do. We will work with agencies to help them meet their diversity goals by connecting with our channel partners and providing the classifications available.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Toro has a dedicated group of distributors and dealers that will handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. Some of these dealers/distributors hold various diversity certifications – many hold SBA certifications, and some hold WBE and/or MBE certifications.

I. Describe how supplier differentiates itself from its competitors.

As indicated above, we believe that Toro offers the strongest distributor network in the industry. Our Commercial distributors are dedicated to delivering quality Toro products and go through a rigorous training process for both sales and service. This provides you and your members the highest level of support throughout the entire lifecycle of your equipment.

In addition, Toro provide the widest array of grounds maintenance products, from fine-turf and rough-cut mowers to synthetic field groomers, transport and utility vehicles, irrigation systems/products, snow removal equipment, small construction equipment, hand-held products, turf renovation equipment, lighting, and more. We have everything your members need to help them “enrich the beauty, productivity and sustainability of the land.”

Lastly, Toro and our distributors understand Government. We value the relationships we have with our end-user customers and help build an often lost connection between the end-user customer and their own purchasing departments. We look at it as a three-legged-stool with Toro Sales/Distribution, Agency Departments, and Agency Procurement. We believe we can help provide the best products, and purchasing mechanism - through a cooperative contract, saving agencies time and money.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As a large, publicly traded company, The Toro Company is subject to litigation at any given time. However, nothing that would have any bearing on this solicitation and nothing related to bankruptcy or reorganization.

- K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Toro provides 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, groomers, topdressers, and utility vehicles. We offer walk behind, stand-on, and ride-on, large area, and zero-turn mowers. Our Siteworks 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.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Toro sells through a dedicated network of Authorized Distributors and Dealers. Most of our distributors are privately owned companies that are the connection from Toro to the end-user customer. The sales managers report to the owners of these companies and will manage 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/dealers and a contact list with this proposal. See attachment 'Tab 2_Toro Distribution List'

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

Participating Agencies may verify prices by contacting Toro to confirm current MSRP and product categories to determine the appropriate discount %(s) off MSRP as indicated within the program. Toro may provide confirmation on specific products, or provide a current MSRP price file to assist Agency with compliance.

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

Toro utilizes a local Distribution Network that provide all sales and service activities on behalf of The Toro Company. Toro dealers and distributors are thoroughly trained and certified in all aspects of their business. From ethical selling practices to service and support. These certifications are a standard requirement for our distributors and part of our overall culture.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by category.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

The large majority of Toro's government business goes through our Commercial distributors. 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. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by location.

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

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 supplier's primary go to market strategy for Public Agencies to supplier's 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 Edric Funk, Group 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 Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners 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 re-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 OMNIA Partners. 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 OMNIA Partners teams to our end user customers 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 contract 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 Public 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 – OMNIA Partners list
 - email Blast – NIGP list
 - email Blast – incorporated into Grounds for Success eNewsletter (to over 18K subscribers)

- ii. Announcement, Master Agreement details and contact information published on the Supplier's 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
 - OMNIA Partners 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 in November, 2023

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, 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 OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Toro has been participating in the NIGP Annual Form for more than 15 years and will continue to do so. We are also considered Executive Sponsors of this event as part of our NIGP Business Council agreement. Toro is extremely involved with all aspects of the NIGP, including the Annual Forum, Leadership Academy, Chapter Events, and in conjunction with the NIGP Governing Board. As such, we are committed to continue to participate in the Annual Forum, and committed to promoting our relationship at these events. However, we are choosing a more centralized position for our booth location within the tradeshow and feel that will give us the greatest exposure for our particular space and investment.

- 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. Where appropriate, will include the OMNIA Partners logo to identifying the contract and our relationship.

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

Through our relationship with the OMNIA Partners 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. We are currently in the process of building a marketing calendar that will help us better align our resources and efforts with OMNIA on an ongoing basis and leverage each-other resources to promote our programs.

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Toro.com/en/government would be updated to reflect the new contract

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

Toro has acted in good faith to OMNIA Partners in developing and growing the current Grounds Equipment contract. We have proven ourselves over the last fifteen years to add value to our customers and to the OMNIA program. 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.

We currently hold several national cooperative contracts, including Sourcewell, Kinetic GPO, and NASPO ValuePoint. It is our position to train and educate our customers and distribution network on the benefits of each of these contracts and let the customers make a value judgment. Each of these contracts offer similar pricing on the products offered; however, some contracts may offer fewer products or higher administrative costs, which reduces the value for our distributors. The growth of our current contract over the past fifteen years is proof of the value we have towards our partnership with OMNIA and we look forward to continuing its growth for years to come.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

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

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners 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

Toro acknowledges this requirement and will comply.

- F. Confirm Supplier will train 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 OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Toro and our distributors have a comprehensive knowledge of the features, processes, and benefits of our current City of Mesa/OMNIA Partners contract and will continue to provide online and in-person training to help Toro personnel and Toro's distribution network stay up-to-date on the current agreement, trends, etc. This training and support towards the contract and government business has been represented by the growth in sales across our distribution channel. Any changes to the contract, processes, or target customer will be communicated and individual training arranged for those that require it.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
Edric Funk, Group Vice President
Edric.funk@toro.com
952-887-7328 Office
- ii. Marketing
Josh Jans, Marketing Manager
Josh.jans@toro.com
952-948-4085 Office
- iii. Sales
Jon Stodola, Regional Business Manager – Government Contracts-NA
Jon.stodola@toro.com
612-597-3224 Direct
- iv. Sales Support
Ryan Miller, Government Contracts Manager
Ryan.miller@toro.com
330-749-9957 Direct
- v. Financial Reporting
Kain Wagner, Finance Pricing Analyst
Kain.wagner@toro.com
952-887-8252 Office
- vi. Accounts Payable
Michael Wallen, Associate Manager, Finance Global Shared Services
Michael.wallen@toro.com
952-887-7937
- vii. Contracts
Ryan Miller, Government Contracts Manager
Ryan.miller@toro.com
330-749-9957 Direct

- H. Describe in detail how Supplier'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

Edric Funk – Group Vice President

Edric reports to Rick Olson. Reporting to Edric are our directors of sales, marketing, technical operations, customer care and controller for Commercial Division. Edric can be reached at 952-887-7328 or edric.funk@toro.com.

Mike Read – Director, Commercial Sales

Mike reports to Edric 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 the City of Mesa/OMNIA Partners agreement. Mike can be reached at 951-785-3404 or mike.read@toro.com.

Jon Stodola – Regional Business Manager, Government Sales – NA

Jon reports to Mike and leads a team of government contract managers that assist in the accuracy, training, and maintenance of our government contracts. Jon and his team also work with Toro distribution to help educate them on the value of cooperative purchasing and all aspects of government purchasing.

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.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by location.

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

We will continue to proactively train our sales organization on the benefits and advantages of the OMNIA Partners agreement, how to position cooperative contracts within their current and prospective customer accounts, and how to navigate the maze of government purchasing.

We will also update all sales and marketing collateral with the new contract information, and work with OMNIA's marketing team to identify all marketing channels available to mutually promote the new agreement, and our overall partnership with the City of Mesa/OMNIA Partners.

In addition, we will continue to engage with the OMNIA Partners sales and management team to identify opportunities within the public sector. Currently, our distribution channel works with the OMNIA Partners Regional Manager group on a regular basis. We feel this team has been an extension of our sales team, and we provide training on our offerings so they have a better understanding of how we sell, and so they can better position The Toro Company when talking to members. This has been a proven strategy for many years.

- J. Explain in detail how Supplier 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, timely contract administration, 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 OMNIA Partners resources. This coordination and communication is part of what Mike Read's sales team is responsible for. As key contacts for the contract, Jon Stodola and Ryan Miller will interface with the City of Mesa and OMNIA Partners for regular updates and contract review/strategy meetings, as we have been doing for over fifteen 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.

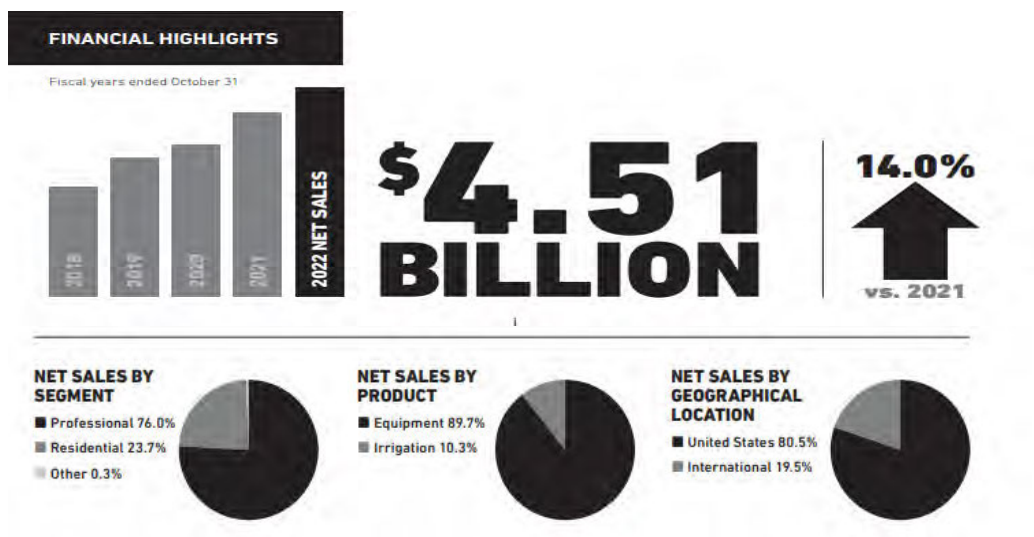
Realizing the need for consistent pricing across our distributors, Toro has created a OMNIA pricing Program within our national quote system (QMS). This assures the correct pricing is applied to the quote, the equipment is 'fit-up' correctly and pricing can be verified by our Programs Administration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

We have a process in place that will require our distributors to assign the OMNIA Partners member 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 built these processes into our daily routine.

Toro provides access to "current" OMNIA Partners member lists in two areas – ToroConnect, an internal platform accessible only to Toro employees and our distribution channel, and through an online portal, Toro Sales Advantage. These resources are updated regularly and available to all Toro sales personnel.

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's 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's Financial Highlights for fiscal year 2022 by market and geographic location. Finally, we will commit to developing a list of customers to target for growth on this contract.



- L. Describe Supplier'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.

Toro uses 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 for our administration fees.

OMNIA Members will work directly with our distributors for all, quotes, orders, payment, and delivery of products fulfilled under this agreement. As independent business, their systems may vary by location. However, we have been servicing this agreement for fifteen years without any issues or concerns by Members, or by our distributors. As previously indicated in response to item C. of section 3.2 in this Attachment; Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

	in year one
	in year two
	in year three

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

N. Even though it is anticipated 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 OMNIA Partners).
- 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 OMNIA Partners 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 OMNIA Partners).
- 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 Supplier’s strategies under these options when responding to a solicitation.

Toro understands the various options available to respond to Public Agencies when a Public Agency issues their own solicitation. We will take these options into consideration and continue to pursue the business in the best interest of the Public Agency and our Distributor.

See attachment ‘Tab 2_Exceptions Taken’ for details.

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. OMNIA Partners 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 OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 OMNIA Partners solely in its capacity as the cooperative 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, OMNIA Partners shall not be: (i) 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) 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) 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. OMNIA Partners 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.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise



City Council Report

Date: October 2, 2023
To: City Council
Through: Michael Kennington, Deputy City Manager/Chief Financial Officer
From: Edward Quedens, Business Services Director
Kristy Garcia, Procurement Administrator
Subject: Five-Year Term Contract with Two Years of Renewal Options for Grounds Maintenance Equipment, Parts, Accessories, Supplies, and Related Services and Equipment for the Parks, Recreation and Community Facilities Department (**Citywide**)

Recommendation

Council is requested to approve the award as recommended.

A committee representing the Parks, Recreation and Community Facilities Department (PRCF) and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest scored proposal from The Toro Company dba Toro at \$352,000 annually, with an annual increase allowance of up to 5% or the adjusted Consumer Price Index.

Background / Discussion

City of Mesa, as the lead agency, solicited Request for Proposals for Turf and Grounds maintenance equipment, parts, accessories, supplies, related services, and equipment. The solicitation is in conjunction with Omnia Partners cooperative purchasing program. The resultant contract will benefit 40,000 plus member 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.

This contract will enable the City to maintain the current fleet of grounds maintenance equipment in proper working condition, purchase new equipment as our current fleet ages, and help us keep the proper equipment inventory as more parks and sports fields come online. Maintaining the current fleet of turf and grounds maintenance equipment in proper working condition will minimize the cost of repairs on the equipment and positively affect the health of our park grounds landscaping. Secondly, the cooperative contract is a revenue source for the City as other agencies utilize this contract for their equipment purchases.

The City solicited Request for Proposals and received three responses; two responses met the minimum qualifications and one was non-responsive. Staff from Omnia Partners observed the evaluation process, however, they did not provide any input on the scoring. The evaluation committee evaluated the responses relative to the scoring criteria in the

solicitation and completed scoring of the responses in accordance with the City's established policies and procedures. Based on the evaluation results (Final Scoring), award is recommended to the highest-scored respondent.

Purchase Information

Action: Award

Procurement Type: Request for Proposals

Contract Number: 2023261

Local Consideration: Not applicable as there were no Mesa responses

Protests Received: None

Initial Contract Term: Five Years

Possible Renewals: Up to a maximum of two years subject to Administrative review and approval

Funding Source: PRCF budget through the General Fund (Cemetery and Parks Maintenance); Environmental Compliance Fee (Basin Maintenance); and Commercial Facilities Fund (Hohokam and Cubs, Riverview Park Maintenance, and Convention Center/Amphitheatre)

Proposal Responses and Final Scoring

Respondent	Total Points Possible / 500
The Toro Company dba Toro - Bloomington MN (Recommended)	<u>418.13</u>
ASW, LLC dba American LandMaster - Columbia, IN	209.93

Deemed as Non-Responsive:

A&E Landscape and Design – Did not submit the response forms, pricing, scope and qualifications as required per the solicitation.

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 'TAB 5_Exceptions 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

NOTICE OF SOLICITATION DOCUMENT

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.

ATTACHMENT E

OMNIA PARTNERS DOCUMENTS

Exhibit A Response for National Cooperative Contract

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- 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 OMNIA Partners 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 23% 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 OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

Commented [JS1]: Maximum 2%

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 primary "go to market" strategies for Public Agencies, (3) the Master Agreement will may 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 OMNIA Partners 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, and its participating distributors and dealers, commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies, excluding federal government offerings, nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or similarly situated cooperative contract,

the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Notwithstanding any other provision in this Agreement, it is acknowledged that products and services subject to this Agreement are provided by Supplier's dealers and/or distributors which are independent businesses and set their own prices. Supplier has no authority to set prices, delivery dates, or other performance terms for its dealers and/or distributors who do not participate in any offerings subject to this Master Agreement. Supplier 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 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 one of supplier's Supplier's primary go to market strategy strategies for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the a public sector go-to-market strategy within first 10 days
- ~~ii.~~ Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

M. Even though it is anticipated 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 OMNIA Partners).
- 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 OMNIA Partners 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 OMNIA Partners).

- 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 OMNIA Partners)

ATTACHMENT E

OMNIA PARTNERS DOCUMENTS

Exhibit B Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the City of Mesa, AZ (the “**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 Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment (the “**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 (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as **Exhibit B**) (each, 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 OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

WHEREAS, OMNIA Partners 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 OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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.

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. OMNIA Partners 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 OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 OMNIA Partners solely in its capacity as the cooperative 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, OMNIA Partners shall not be: (i) 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) 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) 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. OMNIA Partners 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.

6. ~~OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from any grossly negligent acts, errors, mistakes or omissions by Supplier or Supplier's personnel in connection with the Master Agreement.~~ OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall encourage each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. ~~Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.~~ 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.

11. 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 OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, 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.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (~~23%~~) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, 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**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report 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 OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee 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 OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners 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 OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. 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 OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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.

18. This Agreement and the parties' respective rights and obligations hereunder may be assigned at either party's reasonable discretion to an affiliate of such party, any purchaser of any or all or substantially all of the assets of a party hereto, or its successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. ~~This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.~~

19. 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. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

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

21. 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.

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

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in ~~Williamson County Tennessee~~ Delaware.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY
NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Signature

Sarah Vavra

Name

Name

Sr. Vice President, Public Sector

Title

Contracting

Title

Date

Date

NOTICE OF SOLICITATION DOCUMENT

Draft Agreement: Terms and Conditions: Exhibit 1

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.

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 of this agreement who do not participate in any offerings not subject to this Agreement.

Supplier 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 subject to the terms of this Agreement.

5.4 Payment of Funds. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee, excluding those charged by third parties-. Otherwise, payment will be through a traditional method of a check.

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 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.

NOTICE OF SOLICITATION DOCUMENT

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 its dealers and/or distributors and no authority to require them to provide goods or services subject to this Agreement in the event such dealers and/or distributors do not participate in 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 deliver products and services by contractually agreed upon delivery dates.

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 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 (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, ~~arising out of or resulting from, in whole or in part, this Agreement or use of~~ caused by Contractor Personnel ~~or Contractor-provided services or materials.~~

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. 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.

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 attachment 'Tab 1_Letter of Transmittal'

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.

City of Mesa/OMNIA Partners contract has been one of Toro's primary go-to-market strategies for selling grounds maintenance equipment and parts to government agencies over the past 5+ years. We have been educating our distributors, dealers and customers regarding the benefits of the OMNIA Partners/National IPA contract for fifteen+ years. We regularly meet with OMNIA'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 \$4.51 billion in fiscal 2022, 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, Ohio, 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).

The large majority of Toro's government business goes through our Commercial distributors. 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. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

- 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/OMNIA Partners contract for 15+ years. Over this time, we have developed a standard training and education program that allows us to maintain a consistent level of knowledge through our channels and get new employees up-to-speed quickly.

In addition, Toro has many municipal partnerships that allow us to keep our finger on the pulse of public purchasing and government spending, which positions Toro and our government team as "thought leaders" in the government space. For example, Jon Stodola and Ryan Miller serve on the NIGP Business council and participate in National, and Chapter events throughout the Country. Jon also serves on the Supplier Advisor Committee with NCPP.

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 widest 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, Ventrac, 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 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

5+ Year Sales History for Commercial Grounds Maintenance Equipment and Service

City of Tempe

Chris Espino, Fleet Analyst

53 S. Priest Dr., Building D

Tempe, AZ 85281

480-350-8344 office

Chris_Espino@tempe.gov

5+ Year Sales History for Commercial Grounds Maintenance Equipment and Service

Town of Gilbert

Jerry Arms, Fleet Manager

50 E. Civic Center Drive

Gilber, AZ 85296

480-350-8516 office

Jerry.Arms@gilbertaz.gov

5+ Year Sales History for Commercial Grounds Maintenance Equipment and Service

City of Maricopa

Dave DeLong, Fleet Manager

45755 W. Edison Rd. Suite 110

Maricopa, AZ 85139

520-316-6950 office

dave.delong@moaricopa-az.gov

5+ Year Sales History for Commercial Grounds Maintenance Equipment and Service

- d. Provide a response to the national program. Include a detailed response to Attachment E, OMNIA Partners 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 OMNIA Partners. The successful Respondent will be required to sign Attachment E, OMNIA Partners Administration Agreement. Respondents should have any reviews required to sign the document prior to submitting a response. Respondent's response should include any proposal exceptions to the OMNIA Partners Administration Agreement.

See attachment E.

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

Edric Funk, executive sponsor for the City of Mesa and OMNIA Partners, Edric Funk was appointed group vice president, golf, grounds and irrigation in November 2022. He previously served as general manager of Sitework Systems from November 2020, and prior to that led The Toro Company's Center for Technology, Research and Innovation (CTRI) from July 2017 to October 2020. Funk joined The Toro Company in 1996 as a design engineer in the landscape contractor business. He also held roles in residential and landscape contractor, international and

commercial marketing, including as director, global product management for the commercial and international divisions.

Jon Stodola, PPSM – Regional Business Manager, Government Contracts – North America, has been with the Toro Company for 7+ year and works directly with our distribution team on education and positioning of the City of Mesa/OMNIA Partners contract. He serves on the NIGP Business Council, NCPP Supplier Advisory Committee, and participates in numerous industry associations, including, 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, and State and Local Government in the design and implementation of customized procurement programs that addressed their financial goals and community objectives. He holds a PPSM (Public Procurement Suppliers Masters) designation through NIGP which provides foundational knowledge of the public procurement profession for non-government professionals. Jon will be one of the primary points of contact for OMNIA and the City of Mesa.

Ryan Miller, Government Contracts Manager – State, Local, and Education, has managed the government sales for Ventrac, a subsidiary of The Toro Company, since 2015 and has been working with Toro's Government sales team since 2020. He has completed the NIGP Supplier Essential training program which provides foundational knowledge of the public procurement profession for non-government personnel. Ryan will be one of the primary points of contact for OMNIA and the City of Mesa.

Josh Jans, Josh has been with the Toro company since 2021. He oversees marketing activities for The Toro Company's Commercial Sports Fields and Grounds business. This commercial segment includes Municipalities, K-12, Higher Education, and Professional Sports. Prior to his time at The Toro Company, Josh spent nearly a decade in Marketing and Brand Management roles within the packaged foods industry at General Mills and Post Consumer Brands. Josh will be the marketing lead responsible for all marketing efforts and working with the City of Mesa and OMNIA Partner's marketing teams.

Simpson Norton Staff

Shelly Lawrence, TSPC - Sports Fields & Grounds Manager and a Member of STMA. Over 38 years in the industry with the last 19 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%)

Joe Goodwin, TSPC – Vice-President and General Manager of Simpson Norton Corporation. Joe has been in industry for over 33 years with the past 27 years with Simpson Norton. Joe oversees the entire sales team for all divisions of business. Joe can provide equipment recommendations and quotes as needed.

Fred Balzarini, TSPC - Outside Sales Manager with over 31 years in the industry and the last 18 years with Simpson Norton focusing on Commercial / Government sales. Fred will provide customers with equipment recommendations, quotes and training on new equipment. (100%)

Mike MacDonald, TSPC – Outside Account Manager with 25 years in the industry and the last six years with Simpson Norton. Mike provides customers with equipment recommendations, quotes and training on new equipment. (100%)

Simpson Norton – Service Department

Mike Swichtenberg – Director of Operations - CSM (Certified Service Manager through National Association of Service Managers). Mike has been in the industry for 33-years, last 21 years with Simpson Norton Corporation. Mike oversees Service and Parts Operations as well as coordinates supplemental employee technical training.

Cheyenne Parra – Technical Support Manager – Toro System Certified Technician. Cheyenne has been in the industry for eight years and the last six years with Simpson Norton Corporation. He is the main contact for Technical service issues and oversees In-Field Technicians and the in-house service department.

Ana Cano – Service Coordinator – Ana has been with Simpson Norton Corporation for one-year and is the main contact for In-Field Technician scheduling as well as pickup/delivery scheduling.

Curt Close – Shop Foreman – Curt has been with Simpson Norton Corporation for 47-years and is recognized as a top Toro Technician in the country.

All five of our In-Field and four in-house Shop Technicians are Toro Factory Certified in; 4-stroke gasoline engines, Diesel Engines, Electrical Systems, Hydraulic Systems, Driveline Systems, and Specialty Systems such as; Vehicles, Reel and Rotary Mowers, Sprayers, and Turf Cultivation Equipment. Each Technician is required to complete yearly Product and Service Certification updates. The extensive training these Technicians complete enables them to provide accurate diagnostics, which translates to quick turnaround time and ensures equipment is fixed right the first time. Simpson Norton Corporation's current turnaround time average is 3-7days.

In-Field Technicians;

Nick Nielsen – 22-years in the industry with the last 14-years at Simpson Norton Corporation. Fully certified in all Toro Systems.

Jose Guerrero – 15-years in the industry with the last 6-years at Simpson Norton Corporation. Fully certified in all Toro Systems.

Anibal Bojorquez – 20-years in the industry with the last 2-years at Simpson Norton Corporation. Partially certified in all Toro Systems.

Adrian Castillo – 9-years in the industry with the last 2-years at Simpson Norton Corporation. Fully certified in Vehicles, partially certified in all Toro Systems.

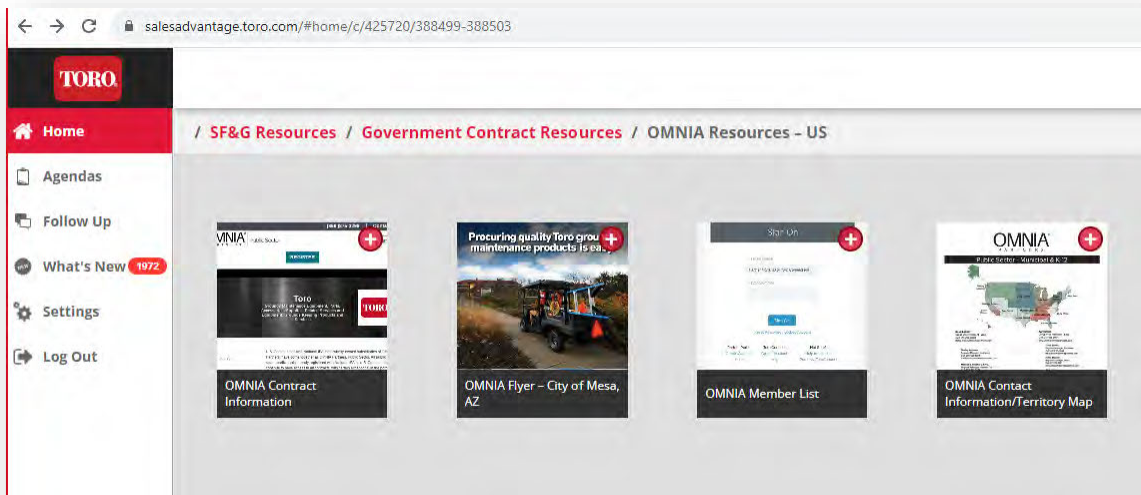
Jake Pennington – 27-years in the industry with the last 17-years at Simpson Norton Corporation. Fully certified in all Toro Systems.

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. D.) 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 fifteen year we have been marketing, advertising and selling the National IPA/OMNIA Partners agreement. Pictured below is our distributor microsite where we provide access to OMNIA

Partner resources, including links to the OMNIA Partners website, Member Lists, OMNIA Contacts and Marketing Materials (see example attached 'Tab 2_Toro_OMNIA_Sell Sheet').



Toro and our distribution channel have great relationships with OMNIA Partners. 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've had monthly calls with their 4 Group Vice Presidents to track our progress and collaborate on our strategy. Our Executives have relationships and they are involved with the process. Over the fifteen years we have develop a very strong partnership to drive growth.

ATTACHMENT E



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

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

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

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, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“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 OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners 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, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. 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 OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, 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. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ 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 OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- 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 OMNIA Partners 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 3% 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 OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$35 Million. Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. 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 OMNIA Partners. 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 (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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 OMNIA Partners 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 OMNIA Partners 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, 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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits 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 RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

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 \$4.51 billion in fiscal 2022, 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.

B. Total number and location of salespersons employed by Supplier.

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, Ohio, 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. These resources are located in every state except Alaska.

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

The large majority of Toro's government business goes through our Commercial distributors. 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. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

D. Annual sales for the three previous fiscal years.

The Toro Company has had sales for 2020, 2021 and 2022 of [REDACTED], [REDACTED] and [REDACTED] respectively.

a. Submit FEIN and Dunn & Bradstreet report.

See attached 'Tab 5_Form W-9_TTC' for confirmation of Toro's FEIN and 'Tab 2_TTC_DUNNS REPORT' for a copy of the Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

Our focus on sustainability, including ESG priorities, underpins our purpose of enriching the beauty, productivity and sustainability of the land. Sustainability is the foundation of our strategic priorities, and we are committed to leveraging innovation to reduce the impact of our operations, products and services. We integrate sustainable considerations to deliver innovative products and solutions, and our corporate strategy, industry leadership and expertise help guide our efforts.

To direct our efforts, we conducted an internal sustainability materiality assessment to identify ESG areas and topics of importance to The Toro Company. As a result, we developed four sustainability pillars to guide strategic actions and disclose topics of importance.

- **Planning:** Commitment to embed sustainability into our culture by enhancing our strategic approach to sustainability initiatives, providing more transparency and supporting our pillars and program development.
- **People:** Commitment to promote the growth, development, health, safety and wellness of our employees and give back.
- **Product:** Commitment to develop innovative, safe and high-quality products that yield performance, productivity and environmental benefits for our customers.
- **Process:** Commitment to continuous improvement of operational and resource efficiency; energy, water, and waste management; and Lean management across our value chain.

Attached is a full 76-page, sustainability report, ‘Tab 2_2022 Sustainability Report’ that provides further information green initiatives and policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Our DEI Mission

At The Toro Company, we believe our best performance comes when our teams are diverse. We strive for diversity, equity and inclusivity throughout our organization to elevate collaboration, spark innovation, and unleash excellence in all that we do!

Reflected in our core values, it is important to respect what makes us each unique, so that all employees have the freedom to be their best selves at work and feel a genuine sense of belonging.

Diversity, Equity & Inclusion are part of The Toro Companies Fiber.

As a large publicly traded company, The Toro Company does not directly meet the requirements for any of the certifications listed below. However, many of the dealers/distributors we partner with do. We will work with agencies to help them meet their diversity goals by connecting with our channel partners and providing the classifications available.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Toro has a dedicated group of distributors and dealers that will handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. Some of these dealers/distributors hold various diversity certifications – many hold SBA certifications, and some hold WBE and/or MBE certifications.

I. Describe how supplier differentiates itself from its competitors.

As indicated above, we believe that Toro offers the strongest distributor network in the industry. Our Commercial distributors are dedicated to delivering quality Toro products and go through a rigorous training process for both sales and service. This provides you and your members the highest level of support throughout the entire lifecycle of your equipment.

In addition, Toro provide the widest array of grounds maintenance products, from fine-turf and rough-cut mowers to synthetic field groomers, transport and utility vehicles, irrigation systems/products, snow removal equipment, small construction equipment, hand-held products, turf renovation equipment, lighting, and more. We have everything your members need to help them “enrich the beauty, productivity and sustainability of the land.”

Lastly, Toro and our distributors understand Government. We value the relationships we have with our end-user customers and help build an often lost connection between the end-user customer and their own purchasing departments. We look at it as a three-legged-stool with Toro Sales/Distribution, Agency Departments, and Agency Procurement. We believe we can help provide the best products, and purchasing mechanism - through a cooperative contract, saving agencies time and money.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As a large, publicly traded company, The Toro Company is subject to litigation at any given time. However, nothing that would have any bearing on this solicitation and nothing related to bankruptcy or reorganization.

- K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Toro provides 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, groomers, topdressers, and utility vehicles. We offer walk behind, stand-on, and ride-on, large area, and zero-turn mowers. Our Siteworks 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.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Toro sells through a dedicated network of Authorized Distributors and Dealers. Most of our distributors are privately owned companies that are the connection from Toro to the end-user customer. The sales managers report to the owners of these companies and will manage 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/dealers and a contact list with this proposal. See attachment 'Tab 2_Toro Distribution List'

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

Participating Agencies may verify prices by contacting Toro to confirm current MSRP and product categories to determine the appropriate discount %(s) off MSRP as indicated within the program. Toro may provide confirmation on specific products, or provide a current MSRP price file to assist Agency with compliance.

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

Toro utilizes a local Distribution Network that provide all sales and service activities on behalf of The Toro Company. Toro dealers and distributors are thoroughly trained and certified in all aspects of their business. From ethical selling practices to service and support. These certifications are a standard requirement for our distributors and part of our overall culture.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by category.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

The large majority of Toro's government business goes through our Commercial distributors. 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. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by location.

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

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 supplier's primary go to market strategy for Public Agencies to supplier's 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 Edric Funk, Group 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 Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners 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 re-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 OMNIA Partners. 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 OMNIA Partners teams to our end user customers 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 contract 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 Public 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 – OMNIA Partners list
 - email Blast – NIGP list
 - email Blast – incorporated into Grounds for Success eNewsletter (to over 18K subscribers)

- ii. Announcement, Master Agreement details and contact information published on the Supplier's 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
 - OMNIA Partners 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 in November, 2023

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, 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 OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Toro has been participating in the NIGP Annual Form for more than 15 years and will continue to do so. We are also considered Executive Sponsors of this event as part of our NIGP Business Council agreement. Toro is extremely involved with all aspects of the NIGP, including the Annual Forum, Leadership Academy, Chapter Events, and in conjunction with the NIGP Governing Board. As such, we are committed to continue to participate in the Annual Forum, and committed to promoting our relationship at these events. However, we are choosing a more centralized position for our booth location within the tradeshow and feel that will give us the greatest exposure for our particular space and investment.

- 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. Where appropriate, will include the OMNIA Partners logo to identifying the contract and our relationship.

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

Through our relationship with the OMNIA Partners 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. We are currently in the process of building a marketing calendar that will help us better align our resources and efforts with OMNIA on an ongoing basis and leverage each-other resources to promote our programs.

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Toro.com/en/government would be updated to reflect the new contract

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

Toro has acted in good faith to OMNIA Partners in developing and growing the current Grounds Equipment contract. We have proven ourselves over the last fifteen years to add value to our customers and to the OMNIA program. 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.

We currently hold several national cooperative contracts, including Sourcewell, Kinetic GPO, and NASPO ValuePoint. It is our position to train and educate our customers and distribution network on the benefits of each of these contracts and let the customers make a value judgment. Each of these contracts offer similar pricing on the products offered; however, some contracts may offer fewer products or higher administrative costs, which reduces the value for our distributors. The growth of our current contract over the past fifteen years is proof of the value we have towards our partnership with OMNIA and we look forward to continuing its growth for years to come.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

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

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners 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

Toro acknowledges this requirement and will comply.

- F. Confirm Supplier will train 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 OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Toro and our distributors have a comprehensive knowledge of the features, processes, and benefits of our current City of Mesa/OMNIA Partners contract and will continue to provide online and in-person training to help Toro personnel and Toro's distribution network stay up-to-date on the current agreement, trends, etc. This training and support towards the contract and government business has been represented by the growth in sales across our distribution channel. Any changes to the contract, processes, or target customer will be communicated and individual training arranged for those that require it.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
Edric Funk, Group Vice President
Edric.funk@toro.com
952-887-7328 Office
- ii. Marketing
Josh Jans, Marketing Manager
Josh.jans@toro.com
952-948-4085 Office
- iii. Sales
Jon Stodola, Regional Business Manager – Government Contracts-NA
Jon.stodola@toro.com
612-597-3224 Direct
- iv. Sales Support
Ryan Miller, Government Contracts Manager
Ryan.miller@toro.com
330-749-9957 Direct
- v. Financial Reporting
Kain Wagner, Finance Pricing Analyst
Kain.wagner@toro.com
952-887-8252 Office
- vi. Accounts Payable
Michael Wallen, Associate Manager, Finance Global Shared Services
Michael.wallen@toro.com
952-887-7937
- vii. Contracts
Ryan Miller, Government Contracts Manager
Ryan.miller@toro.com
330-749-9957 Direct

- H. Describe in detail how Supplier'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

Edric Funk – Group Vice President

Edric reports to Rick Olson. Reporting to Edric are our directors of sales, marketing, technical operations, customer care and controller for Commercial Division. Edric can be reached at 952-887-7328 or edric.funk@toro.com.

Mike Read – Director, Commercial Sales

Mike reports to Edric 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 the City of Mesa/OMNIA Partners agreement. Mike can be reached at 951-785-3404 or mike.read@toro.com.

Jon Stodola – Regional Business Manager, Government Sales – NA

Jon reports to Mike and leads a team of government contract managers that assist in the accuracy, training, and maintenance of our government contracts. Jon and his team also work with Toro distribution to help educate them on the value of cooperative purchasing and all aspects of government purchasing.

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.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by location.

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

We will continue to proactively train our sales organization on the benefits and advantages of the OMNIA Partners agreement, how to position cooperative contracts within their current and prospective customer accounts, and how to navigate the maze of government purchasing.

We will also update all sales and marketing collateral with the new contract information, and work with OMNIA's marketing team to identify all marketing channels available to mutually promote the new agreement, and our overall partnership with the City of Mesa/OMNIA Partners.

In addition, we will continue to engage with the OMNIA Partners sales and management team to identify opportunities within the public sector. Currently, our distribution channel works with the OMNIA Partners Regional Manager group on a regular basis. We feel this team has been an extension of our sales team, and we provide training on our offerings so they have a better understanding of how we sell, and so they can better position The Toro Company when talking to members. This has been a proven strategy for many years.

- J. Explain in detail how Supplier 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, timely contract administration, 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 OMNIA Partners resources. This coordination and communication is part of what Mike Read's sales team is responsible for. As key contacts for the contract, Jon Stodola and Ryan Miller will interface with the City of Mesa and OMNIA Partners for regular updates and contract review/strategy meetings, as we have been doing for over fifteen 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.

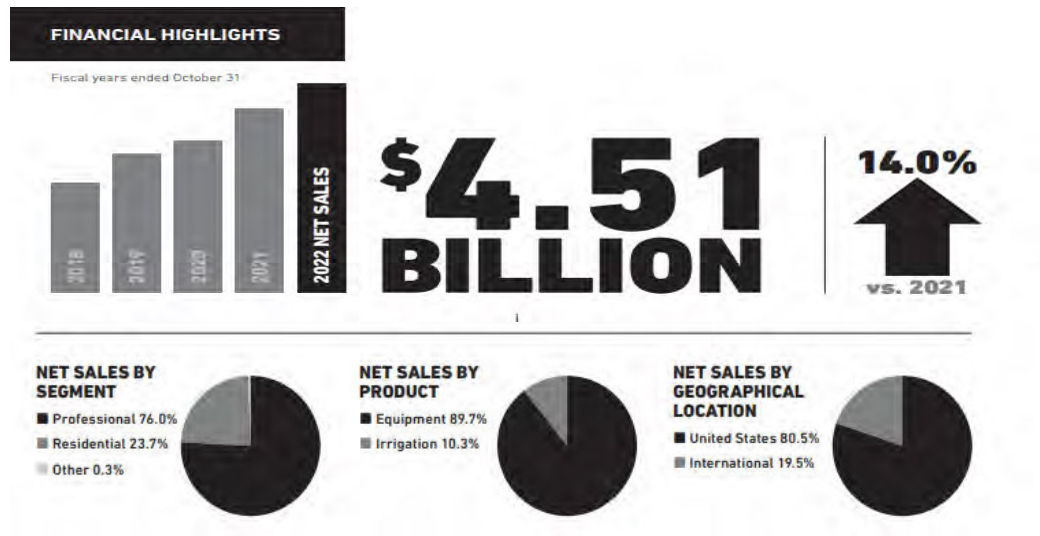
Realizing the need for consistent pricing across our distributors, Toro has created a OMNIA pricing Program within our national quote system (QMS). This assures the correct pricing is applied to the quote, the equipment is 'fit-up' correctly and pricing can be verified by our Programs Administration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

We have a process in place that will require our distributors to assign the OMNIA Partners member 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 built these processes into our daily routine.

Toro provides access to "current" OMNIA Partners member lists in two areas – ToroConnect, an internal platform accessible only to Toro employees and our distribution channel, and through an online portal, Toro Sales Advantage. These resources are updated regularly and available to all Toro sales personnel.

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's 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's Financial Highlights for fiscal year 2022 by market and geographic location. Finally, we will commit to developing a list of customers to target for growth on this contract.



- L. Describe Supplier'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.

Toro uses 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 for our administration fees.

OMNIA Members will work directly with our distributors for all, quotes, orders, payment, and delivery of products fulfilled under this agreement. As independent business, their systems may vary by location. However, we have been servicing this agreement for fifteen years without any issues or concerns by Members, or by our distributors. As previously indicated in response to item C. of section 3.2 in this Attachment; Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

	in year one
	in year two
	in year three

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

N. Even though it is anticipated 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 OMNIA Partners).
- 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 OMNIA Partners 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 OMNIA Partners).
- 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 Supplier’s strategies under these options when responding to a solicitation.

Toro understands the various options available to respond to Public Agencies when a Public Agency issues their own solicitation. We will take these options into consideration and continue to pursue the business in the best interest of the Public Agency and our Distributor.

See attachment ‘Tab 2_Exceptions Taken’ for details.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the City of Mesa, AZ (the “**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 Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment (the “**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 (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, 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 OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

WHEREAS, OMNIA Partners 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 OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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.

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. OMNIA Partners 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 OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 OMNIA Partners solely in its capacity as the cooperative 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, OMNIA Partners shall not be: (i) 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) 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) 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. OMNIA Partners 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.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. 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.

11. 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 OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, 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.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, 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**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report 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 OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee 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 OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners 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 OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. 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 OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. 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. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

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

21. 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.

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

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**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, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, 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 OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, 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 OMNIA Partners 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; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners 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 hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products 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. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and

incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. 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.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. 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, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS

PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

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

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Signature
Sarah E. Vavra

Name

Name
Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] 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 [**PPA Name**] ("**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 OMNIA Partners.

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, [PPA Name]_____

Signature

Name

Title

Date

Contract Sales Report submitted electronically in Microsoft Excel:

Toro has been providing reporting to OMNIA Partners on a monthly bases as identified in the Administrative Agreement and will continue to comply with the requirements and format requested here within.

Exhibit F

Federal Funds Certifications

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—

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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 _____ 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 _____ 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 _____ 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

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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 _____ 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 _____ 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 _____ 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 _____ 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

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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 _____ 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 _____ 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 _____ 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 _____ Initials of Authorized Representative of offeror

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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 _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

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 _____ 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 _____ 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 Avenue South, Bloomington, MN 55420

Phone Number: 952-888-8801 Fax Number: _____

Printed Name and Title of Authorized Representative:

Edric Funk, Group Vice President

Email Address:

Edric.Funk@toro.com

Signature of Authorized Representative: _____ Date: _____

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.

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. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

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 national origin.

(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 suchworkweek.

(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 OR AGREEMENT

- 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 and 2 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

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. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes,

but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. 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.

14. 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.

15. 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."

16. 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."

17. 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."

18. 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 Avenue South, Bloomington, MN 55420

Phone Number: 952-888-8801 Fax Number: _____

Printed Name and Title of Authorized Representative:
Edric Funk, Group Vice President

Email Address: Edric.Funk@toro.com

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: The Toro Company

Organization Address: 8111 Lyndale Avenue South, Bloomington, MN 55420

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Edric Funk	Title:	Group Vice President
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, Edric Funk residing in Burnsville
(name of affiant) (name of municipality)

in the County of Dakota and State of Minnesota of full age,
being duly sworn according to law on my oath depose and say that:

I am a Group Vice President of the firm of The Toro Company
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment, Solicitation #2023261, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ City
of Mesa/OMNIA Partners relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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
The Toro Company.

Subscribed and sworn to

before me this day

Signature

_____, 2____

Edric Funk, Group Vice President
(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: The Toro Company
Street: 8111 Lyndale Avenue South
City, State, Zip Code: Bloomington, MN 55420

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- 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 its 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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	The Toro Company		
Address:	8111 Lyndale Avenue South		
City:	Bloomington	State: MN	Zip: 55449

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	<u>Edric Funk</u>	<u>Group Vice President</u>
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

The Toro Company does not have Political Contributions to disclose in any County within the State of New Jersey.

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

☐

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

☐

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Edric Funk

Printed Name of Authorized Agent

Signature of Authorized Agent

Group Vice President

Title

Date

The Toro Company

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

See attached: Tab 2_Doc 7_Turf Equipment NJ BRC_03202023.

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf

for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Edric Funk Title: Group Vice President

Signature: _____ Date: _____

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

☐

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

☐

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners 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	Commonwealth 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	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth 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>.

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 CITIES
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

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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
LONDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, 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

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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:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR
 AURORA R.F.P.D., OR
 AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT, OR
 BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT, OR
 BAKER VALLEY S.W.C.D., OR
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR
 BANDON CRANBERRY WATER CONTROL DISTRICT,
 OR
 BANDON R.F.P.D., OR
 BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION
 DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY,
 INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
 DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT
 DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE
 SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT,
 OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION
 DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT,
 OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL
 DISTRICT, OR
 BORING WATER DISTRICT #24, OR

BOULDER CREEK RETREAT SPECIAL ROAD
 DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE
 DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
 OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
 OR
 CHRISTMAS VALLEY PARK & RECREATION
 DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL
 DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT
 COMPANY, OR

CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
 INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
 OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
 OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER
 DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT
 DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION
 SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT,
 OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,
 OR

CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE
 DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE
 DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION
 DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE
 DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT,
 OR
 EAST UMATILLA COUNTY AMBULANCE AREA
 HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION
 DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD
 DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT,
 OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR

EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
 OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION
 DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT,
 OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR

HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION
 DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
 DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
 OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION
 DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
 OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION
 DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
 OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL
 SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR

LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE
 DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION
 DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE
 DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD
 DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY
 CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,
 OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT,
 OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA
 HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT,
 OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR

MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT,
 OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION
 DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKE CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION
 DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT,
 OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D., OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
 OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION
 DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR

NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY
 AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR

POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR
 PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
 OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, 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 AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR

SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR

UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR
 ZUMWALT R.F.P.D., OR

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

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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
 SALEM-KEIZER PUBLIC SCHOOLS 24J
 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
 TOOEELE 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

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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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TURF EQUIPMENT, INC.

Trade Name:

Address: 8015 DORSEY RUN ROAD
JESSUP, MD 20794

Certificate Number: 1774397

Effective Date: February 15, 2013

Date of Issuance: March 20, 2023

For Office Use Only:

20230320143856805

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 41-058047	2. TYPE OF BUSINESS ☒ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 11607		
4. COMPANY NAME The Toro Company		COMPANY E-MAIL		
5. STREET 8111 Lyndale Avenue	CITY Bloomington	COUNTY Hennepin	STATE MN	ZIP CODE 55420
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDED CONTRACT				
CITY		COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	COL. 1	COL. 2	COL. 3	***** MALE*****						*****FEMALE*****					
	Total	Male	Female												
	(Cols.2 &3)			BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers	819	672	147	7	42	3	11	592	4	2	8	4	2	128	1
Professionals	1569	1203	366	14	55	15	59	1017	18	2	11	5	18	321	5
Technicians	286	262	24	9	27	7	5	206	2	1	9	0	0	14	0
Sales Workers	218	194	24	1	11	2	1	171	4	0	0	0	0	24	0
Office & Clerical	267	94	173	4	13	1	1	69	2	0	24	5	1	140	1
Craftworkers (Skilled)	496	395	101	12	61	9	5	299	3	0	23	2	8	66	0
Operatives (Semi-skilled)	4348	3418	930	107	430	70	183	2595	39	7	206	18	36	648	8
Laborers (Unskilled)	18	16	2	2	1	0	1	12	1	0	0	0	0	2	0
Service Workers	34	16	18	0	4	0	0	11	0	0	2	0	0	16	0
TOTAL	8055	6270	1785	156	644	107	219	4972	73	12	283	34	65	1359	15
Total employment From previous Report (if any)															
	The data below shall NOT be included in the figures for the appropriate categories above.														
Temporary & Part-Time Employees	15	13	2	0	1	0	3	8	1	0	0	0	1	1	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 3/06/2023 To: 3/19/2023		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Viane Hoefs	SIGNATURE 	TITLE Director Talent Acquisiti	DATE MO DAY YEAR 03 16 2023		
17. ADDRESS NO. & STREET 8111 Lyndale Avenue	CITY Bloomington	COUNTY Hennepin	STATE MN	ZIP CODE 55420	PHONE (AREA CODE, NO., EXTENSION) 952 - 887 - 8682

(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 ECT 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 ECT 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 ECT 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

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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 ECF 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 ECF 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 ECF 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 ECF 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 ECF 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 ECF 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 ECF 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 ECF Initials of Authorized Representative of offeror
Version February 24, 2023

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 ECF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

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 ECF 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 ECF 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 Avenue South, Bloomington, MN 55420

Phone Number: 952-888-8801 Fax Number: _____

Printed Name and Title of Authorized Representative:

Edric Funk, Group Vice President

Email Address:

Edric.Funk@toro.com

Signature of Authorized Representative: Edric C. Funk Date: 8/3/2023

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 Avenue South, Bloomington, MN 55420

Phone Number: 952-888-8801 Fax Number: _____

Printed Name and Title of Authorized Representative:
Edric Funk, Group Vice President

Email Address: Edric.Funk@toro.com

Signature of Authorized Representative: Edric C. Funk

Date: 8/3/2023

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.

Edric C. Funk

Signature of Contractor's Authorized Official

Edric Funk, Group VP

Name and Title of Contractor's Authorized Official

8/3/2023

Date

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: The Toro Company

Organization Address: 8111 Lyndale Avenue South, Bloomington, MN 55420

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Edric Funk	Title:	Group Vice President
Signature:		Date:	8/3/2023

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, Edric Funk residing in Burnsville
(name of affiant) (name of municipality)

in the County of Dakota and State of Minnesota of full age,
being duly sworn according to law on my oath depose and say that:

I am a Group Vice President of the firm of The Toro Company
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment, Solicitation #2023261, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ City
of Mesa/OMNIA Partners relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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
The Toro Company.

Subscribed and sworn to

before me this day

Edric C Funk
Signature

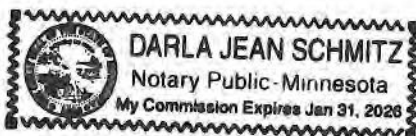
August 3, 2023

Minnesota, Hennepin Co.
Notary public of

Edric Funk, Group Vice President
(Type or print name of affiant under signature)

My Commission expires 1/31/2026

(Seal)



Darla Schmitz

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: The Toro Company
Street: 8111 Lyndale Avenue South
City, State, Zip Code: Bloomington, MN 55420

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- 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.

8/3/2023
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 its 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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

The Toro Company does not have Political Contributions to disclose in any County within the State of New Jersey.

STOCKHOLDER DISCLOSURE CERTIFICATIONName of Business: The Toro Company

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

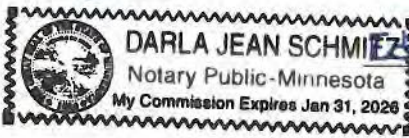
Check the box that represents the type of business organization:

☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>3rd</u> day of <u>August</u> , 20 <u>23</u>	<u>Eric C. Funk</u> (Affiant)
(Notary Public) <u>Darla Jean Schmitz</u>	<u>Eric Funk, GVP</u> (Print name & title of affiant)
My Commission expires: <u>12/1/2026</u>	 (Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS**N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

***OR***

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.



Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.***CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Edric Funk

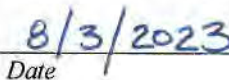
Printed Name of Authorized Agent



Signature of Authorized Agent

Group Vice President

Title



Date

The Toro Company

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

See attached: Doc 7_Turf Equipment NJ BRC_03202023.

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Edric Funk Title: Group Vice President

Signature:  Date: 8/3/2023

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 2023261

VENDOR/BIDDER: The Toro Company

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or



OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Edric C. Funk

Signature

8/3/2023

Date

Edric Funk, Group Vice President

Version February 24, 2023

Toro Distributor Listing (Commercial Division)

Distributor Name	Address	City	State/Province	Postal Code	Location Type	Main Phone	Main Fax
Professional Turf Products	1010 No. Industrial Blvd.	Euless	TX	76039	Headquarters	(817) 785-1900	(817) 785-1901
Professional Turf Products	9468 Selma Parkway	Selma	TX	78154	Branch	(210) 666-0808	(210) 666-0171
Professional Turf Products	5520 Brittmoore Rd.	Houston	TX	77041	Branch	(713) 983-0700	(713) 896-0988
Professional Turf Products	2201 N Beech Ave	Broken Arrow	OK	74012	Branch	(918) 622-8676	(918) 663-0116
Century Equipment	5959 Angola Road	Toledo	OH	43615-6390	Headquarters	(419) 865-7400	(419) 865-8215
Century Equipment	8650 Bilstein Blvd.	Hamilton	OH	45015-2204	Branch	(513) 285-1800	(513) 285-1805
Century Equipment	4199 Leap Road	Hilliard	OH	43026	Branch	(614) 771-9995	(614) 771-9990
Midwest Turf & Irrigation	14201 Chalco Valley Parkway	Omaha	NE	68138	Headquarters	(402) 895-8900	(402) 895-8913
Ness Turf	91-220 Kalaeloa Blvd.	Kapolei	HI	96707	Headquarters	(808) 486-8330	(808) 486-8338
Ness Turf	196 East Harmon Industrial Park Road	Tamuning	GU	96913	Branch	(671) 649-4228	(671) 649-2340
Ness Turf	171 Railroad Avenue	Hilo	HI	96720	Branch	(808) 961-3437	(808) 961-2551
Ness Turf	470 South Hana Hwy	Kahului, Maui	HI	96732	Branch	(808) 877-6538	(808) 871-4963
Turf Products Corp.	157 Moody Road	Enfield	CT	6082	Headquarters	(860) 763-3581	(860) 763-5550
Grassland Equipment	892-898 Troy Schenectady Road	Latham	NY	12110-1698	Headquarters	(518) 785-5841	(518) 785-5740
Grassland Equipment	4636 Morgan Place	Liverpool	NY	13090	Branch	(315) 457-0181	(315) 457-0312
E. H. Griffith, Inc.	2250 Palmer Street	Pittsburgh	PA	15218	Headquarters	(412) 271-3365	(412) 271-2614
Hector Turf	1301 N.W. 3rd Street	Deerfield Beach	FL	33442	Headquarters	(954) 429-3200	(954) 360-7657
L. L. Johnson Distributing	4701 Ivy St.	Denver	CO	80216-6400	Headquarters	(303) 320-1270	(303) 355-8250
Kenney Machinery Corp.	8420 Zionsville Road	Indianapolis	IN	46268	Headquarters	(317) 872-4793	(317) 879-2331
Kenney Machinery Corp.	13205 Complete Court	Louisville	KY	40223	Branch	(502) 253-9868	(502) 253-9725
Midland Implement	402 Daniels Street	Billings	MT	59101	Headquarters	(406) 248-7771	(406) 252-5772
Midland Implement	5650 Alloy South	Missoula	MT	59808	Branch	(406) 721-7867	(406) 721-2899
MTI Distributing	4830 Azelia Ave. N. Ste. 100	Brooklyn Center	MN	55429	Headquarters	(763) 592-5600	(763) 592-6600
MTI Distributing	8901 Springdale Avenue	Berkeley	MO	63134-2400	Branch	(314) 506-4100	(314) 506-4150
MTI Distributing	3841 SE Capitol Circle	Grimes	IA	50111-4857	Branch	(515) 661-6800	(763) 592-6600
Simpson-Norton Corporation	4144 S. Bullard Ave.	Goodyear	AZ	85338-3613	Headquarters	(623) 932-5116	(623) 932-5299
Simpson-Norton Corporation	2682 N. Abels Lane #10	Las Vegas	NV	89115-4453	Branch	(702) 644-4066	(702) 644-5302
Jerry Pate Turf & Irrigation	6100 Village Oaks Drive	Pensacola	FL	32504-6958	Headquarters	(850) 479-4653	(850) 484-8596
Jerry Pate Turf & Irrigation	5350 Tulane Dr.	Atlanta	GA	30336	Branch	(404) 346-5340	(404) 349-0019
Jerry Pate Turf & Irrigation	604 28th Street North	Birmingham	AL	35203	Branch	(205) 945-9144	
Reinders	W227 N6225 Sussex Road	Sussex	WI	53089	Headquarters	(262) 786-3300	(262) 786-6111
Reinders	800 Randolph Drive	Appleton	WI	54913	Branch	(920) 788-0200	(920) 788-4272
Reinders	4217 Nakoosa Trail	Madison	WI	53714	Branch	(608) 244-0200	(608) 244-6101
Reinders	911 Tower Rd	Mundelein	IL	60060	Branch	(847) 393-2160	(847) 678-5511
Turf Equipment & Irrigation	1630 South Gladiola Street	Salt Lake City	UT	84104	Headquarters	(801) 566-3256	(801) 566-5889
Turf Equipment & Irrigation	2592 S. Beverly Street	Boise	ID	83709	Branch	(208) 331-0074	(208) 331-0076
Turf Equipment and Supply	16 Hagerty Blvd	West Chester	PA	19382	Branch	(888) 384-8676	
Turf Equipment and Supply	8015 Dorsey Run Road	Jessup	MD	20794	Headquarters	(410) 799-5575	(410) 799-6953
Turf Equipment and Supply	33180 Dupont Blvd.	Frankford	DE	19945	Branch	(302) 732-9290	(302) 732-7879
Spartan Distributors	487 W. Division Street	Sparta	MI	49345	Headquarters	(616) 887-7301	(616) 887-6288
Spartan Distributors	1050 Opdyke Road	Auburn Hills	MI	48326	Branch	(248) 373-8800	(248) 373-8899
Smith Turf & Irrigation	4355 Golf Acres Drive	Charlotte	NC	28208	Headquarters	(704) 393-8873	(704) 398-1428
Smith Turf & Irrigation	525 Fairground Court	Nashville	TN	37211-2008	Branch	(615) 726-8811	(615) 242-3274
Smith Turf & Irrigation	4656 Highway 17 Bypass South	Myrtle Beach	SC	29588	Branch	(843) 293-7846	(843) 293-6492
Smith Turf & Irrigation	10732 Dutchtown Road	Knoxville	TN	37932-3214	Branch	(865) 675-5666	(865) 671-0997
Smith Turf & Irrigation	2201 Dabney Road	Richmond	VA	23230-0327	Branch	(804) 355-6404	(804) 358-9189
Storr Tractor Company	3191 U.S. Hwy 22 East	Branchburg	NJ	08876-3481	Headquarters	(908) 722-9830	(908) 722-9847

Storr Tractor Company	175 13th Avenue	Ronkonkoma	NY	11779 Branch	(631) 588-5222	(631) 588-5398
Wesco Turf	2101 Cantu Court	Sarasota	FL	34232-6242 Headquarters	(941) 377-6777	(941) 371-2967
Wesco Turf	7037-37 Commonwealth Avenue	Jacksonville	FL	32220 Branch	(904) 783-0500	(904) 783-3835
Wesco Turf	300 Technology Park	Lake Mary	FL	32746 Branch	(407) 333-3600	(407) 333-9246
Turf Star, Inc.	2438 Radley Court	Hayward	CA	94545 Headquarters		(509) 483-7563
Turf Star, Inc.	79-253 Country Club Drive	Bermuda Dunes	CA	92203 Branch		(760) 345-4297
Turf Star, Inc.	955 Beacon Street	Brea	CA	92821 Branch		(714) 990-8729
Turf Star, Inc.	11373 Sunrise Gold Circle	Rancho Cordova	CA	95742-6533 Branch		(916) 635-3448
Turf Star, Inc.	3928 N Blatella Lane	Fresno	CA	93727 Branch		(559) 277-7123
Turf Star, Inc.	2110 La Mirada Dr.	Vista	CA	92081 Branch		(760) 734-4285
Turf Star, Inc.	5869 South 194th Street	Kent	WA	98032 Branch	(253) 872-8858	(253) 872-6942
Turf Star, Inc.	2824 E. Garland	Spokane	WA	99207-5810 Branch	(509) 483-8665	(509) 483-7563
Turf Star, Inc.	11175 SW Ellisgen Way	Sherwood	OR	97140 Branch		
Turf Care Products Canada	200 Pony Drive	Newmarket	Ontario	L3Y 7B6 Headquarters	+1 905 836 0988	
Turf Care Products Canada	3155 Carp Rd. Unit #2.	Ottawa	Ontario	K0A 1L0 Branch	(613) 839-7474	(613) 839-0220
Turf Care Products Canada	2499 Rang St-Antoine	Vaudreuil-Dorion	Quebec	J7V 8P2 Branch	(450) 218-4544	(450) 218-4550
Turf Care Products Canada	196522 Hwy 119	Medina	Ontario	N0M 2G0 Branch	(519) 349-2400	(519) 349-2421
Oakcreek Golf & Turf	3816 - 64 Avenue SE	Calgary	Alberta	T2C 2B4 Headquarters	+1 403 279 2907	+1 403 236 7995
Oakcreek Golf & Turf	111 Eldorado Street	Warman	Saskatchewan	S0K-450 Branch		
Oakcreek Golf & Turf	15 - 4970 Polkey Road	Duncan	BC	V9L 6W3 Branch	+1 250 701 0766	+1 250 701 0767
Oakcreek Golf & Turf	18785 - 96 Avenue	Surrey	British Columbia	V4N 3P5 Branch		
Oakcreek Golf & Turf	8220 Davies Rd NW	Edmonton	Alberta	T6E 4N2 Branch	+1 780 469 2332	+1 780 466 2998
Oakcreek Golf & Turf	Kelowna Office	Kelowna	BC	V1Y 8A6 Branch	+1 250 860 5090	+1 250 860 5037
Tamarack Equipment	761 Symington Road	Winnipeg	Manitoba	R2J 4E6 Headquarters	+1 204 253 2900	+1 204 253 2934
Vesey's Equipment	411 York Road	York	PE	C0A 1P0 Headquarters	+1 902 892 8873	

Procuring quality Toro grounds maintenance products is easy.



Available Now Through Our Cooperative Purchasing Partners

Toro is committed to creating the most durable, reliable and productive equipment and irrigation for golf & grounds professionals. With a wide range of innovative products to choose from, Toro has the right solution for any season. Contact your local Toro distributor today. **800-803-8676** torogov.com

OMNIA[®]
P A R T N E R S



Publicly solicited and awarded national agreement offering Toro equipment, attachments and accessories...



The Toro Company

Since 1914, Toro's heritage has been rooted in durable commercial equipment. Beginning with the first Toro machine ever built, we have been committed to creating durable and reliable equipment to help professionals do their job better and faster. Toro turf equipment continues to provide the enduring performance and quality required to establish and maintain an impeccable image.



The City of Mesa

The City of Mesa, AZ has publicly solicited and awarded an agreement for Parks and Golf Grounds Maintenance Equipment to The Toro Company. This cooperative purchasing agreement (**Contract #2017025**) is available to public agencies and non-profit entities nationwide via OMNIA Partners, Public Sector.

OMNIA Partners

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Learn more at omniapartners.com/publicsector.

Award Highlights

- Cooperative purchasing contract
- Publicly solicited and awarded
- RFP included public agency "piggy-backing" language
- Saves time, efforts & resources
- National aggregate pricing saves money
- Used equipment, financing & service contracts available

OMNIA[®]
P A R T N E R S

To register and participate, please visit:
omniapartners.com/publicsector

For additional information, contact your
local Toro Commercial distributor at:

800-803-8676

torogov.com



Count on it.

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 thousands of dealers that sell our Landscape Contractor Equipment (LCE), Irrigation, Sitework Systems (SWS), Ventrac, 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, typically. 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 'Tab 2_Toro Distribution List' 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 'Tab 2_Toro Distribution List'.

- 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.

Toro Commercial products are manufactured in Tomah, WI, and Windom, MN, and aggregated at our distribution center for shipment 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 'Tab 3_SNC Certificate of Delivery' 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.

- 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.

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.

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

Toro has 22 commercial distributors nationwide that handle product fulfillment and service for customers. These are in the form of distributors that work primarily with our Commercial Division equipment (golf and grounds) with exclusive territories, and thousands of dealers that sell our Landscape Contractor Equipment (LCE), Irrigation, Sitework Systems (SWS), Ventrac, 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.

See 'Tab 2 Toro Distribution List' for a complete list of authorized dealers, by category.

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

Toro has been providing reporting to OMNIA Partners on a monthly bases as identified in the OMNIA Partners Administrative Agreement and will continue to comply with the requirements and format requested here within.

We will continue to provide Agency detail at the national and Agency level and provide Member numbers with each order, as available. Below is an example of the format Toro has been using for reporting sales to OMNIA Partners. Should the City of Mesa or OMNIA Partners' requirements change at any point throughout the term of this agreement, we will work with our administrative team to comply with updates or changes.

[illegible]

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, slope mowers, four wheel steer mowers, snow removal attachments, synthetic turf groomers, compact utility loaders, transport and utility vehicles to meet the needs of any golf course, park, sports field and general grounds maintenance facility. See attachment 'Tab 3_SFG Catalog' for a list of commercial equipment dedicated to the public sector.

*Due to size limitations, we are unable to upload our entire product or parts catalogs.

- 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 Equipment (LCE), Sitework Systems (SWS), Ventrac, 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. Lithium-ion products have a 4-year warranty on the battery except for Workman products and they carry a 5-year warranty. 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:



The Toro Warranty

Two-Year or 1,500 Hours Limited Warranty

Conditions and Products Covered

The Toro Company warrants your Toro Commercial product ("Product") to be free from defects in materials or workmanship for 2 years or 1,500 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
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*. Repairs for product issues caused by failure to perform required maintenance and adjustments are not covered under this warranty.

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.
- Product failures which result from failure to perform recommended maintenance and/or adjustments.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts consumed through use that are not 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, flow meters, and check valves.
- Failures caused by outside influence, including, but not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals.
- 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.

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 your Authorized Toro Service Center.

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. Note: (Lithium-Ion battery only): Refer to the battery warranty for additional information.

Lifetime Crankshaft Warranty (ProStripe 02657 Model Only)

The ProStripe which is fitted with a genuine Toro Friction Disc and Crank-Safe Blade Brake Clutch (integrated Blade Brake Clutch (BBC) + Friction Disc assembly) as original equipment and used by the original purchaser in accordance with recommended operating and maintenance procedures, are covered by a Lifetime Warranty against engine crankshaft bending. Machines fitted with friction washers, Blade Brake Clutch (BBC) units and other such devices are not covered by the Lifetime Crankshaft Warranty.

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.

The Toro Company is not 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 Emissions 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.

374-0253 Rev I

**Battery Limited Warranty**

Battery

The rechargeable lithium-ion battery is warranted to be free from defects in materials and workmanship for a period of years as listed in the table below. Over time, battery consumption reduces the amount of energy capacity (Amp-hours) available per full charge. Energy consumption varies due to operating characteristics, accessories, turf, terrain, adjustments, and temperature.

Product	Warranty Period
Vista Shuttle Vehicle	5 years
Workman Lithium Utility Vehicle	5 years
Greensmaster eTriFlex 3370 Traction Unit	4 years
Greensmaster eFlex 1021/e1021 Greensmower	4 years
Groundsmaster e3200 Traction Unit	3 years or 2,000 hours

374-0335 Rev B



TORO PROTECTION PLUS COMMERCIAL EQUIPMENT PLAN

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 mechanical breakdown of a covered component, the Plan will pay up to \$77 for mobile service or \$0.58/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.

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 mechanical 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 one hour of posted shop labor rate for mobile service or \$0.58/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.

TORO PROTECTION PLUS
P. O. Box 19326 • Lenexa, KS 66285

800-976-TORO
(800-976-8676)

Customer Service: tppsales@toro.com
Claims Inquiries: tpclaims@toro.com

Rev. 12/1/2019



COMMERCIAL EQUIPMENT PLAN TERMS and CONDITIONS

MECHANICAL 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 mechanical breakdown, subject only to the exclusions stated below. Mechanical 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 MECHANICAL 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 Mechanical 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, 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 \$50 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 \$50 (which ever 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.

Rev. 12/1/2019

- 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 in 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.

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 its 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 GM5900/5910 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 greens mower and a fairway mower known as the Reelmaster 5010-H. 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 integrated an innovative 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.



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 offer for sale a Greensmaster® eFlex® and eTriFlex® greens mower 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 for 2024 is the Groundsmaster e3200 electric power out-front rotary mower. This is a 2 wheel drive unit with on-board charger, seat options and the choice of a 60" side discharge or rear discharge deck. The e3200 offers no compromise power and performance, and comes standard with 11 HyperCell batteries. HyperCell is a patent-pending Toro designed and developed lithium-ion battery technology that is good for the life of the machine. If needed, can be configured with up to 17 batteries to achieve all-day runtime in more challenging conditions. This unit operates more quietly than traditional diesel power units and produces zero tailpipe emissions. Because it uses no fuel, and requires less maintenance (i.e., filters, belts, fluids), the e3200 provides operational savings versus diesel powered units.



Toro also offers three utility vehicles powered by the patent-pending, Toro designed and developed, lithium-ion battery technology. Details below.

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.

- e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

TTC is proud to have earned several awards in 2022 in recognition of our product innovation, environmental leadership and community support. These include:

- U.S. Environmental Protection Agency (EPA), WaterSense® 2022 Excellence Award, 8th consecutive year
- Association of Plastic Recyclers, 2022 Recycling Demand Champion
- Worth Magazine, 10 Most Sustainable Companies 2022
- FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah, Wisconsin, facility
- Equipment Today, 2022 Contractors' Top New Products
- Rental Magazine, 2022 Editor's Choice Award winner
- Construction Equipment, Top 100 New Products of 2022
- Wisconsin Department of Natural Resources, Green Tier Recipient, 10th consecutive year for the Tomah, Wisconsin, facility
- Green Industry Pros, 2022 Editor's Choice Awards
- Keep Riverside Clean & Beautiful, 2022 Sponsor of the Year Award

In addition, The Toro Company also received the Gold Medal for Innovation, awarded to the Reelmaster 5010-H at demopark + demogolf.

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.

- f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.

GM3500: Sidewinder® feature

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.

Greensmaster eTriFlex 3360 and 3370: Radius Dependent Speed (RDS) System

Provides optimal perimeter cut performance by maintaining consistent cutting unit clip rate in turns on each individual reel regardless of machine speed or turn angle. Individual wheel speed control is also maintained during turns for reduced wheel scrubbing on turf.

GM5900, GM4000, GM4100, GM4500, GM4700: SmartCool™ System

The SmartCool 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

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.

GM7210: Polar Trac system, only zero-turn mower that converts to a winter tracked snow and ice removal/treatment machine

- Converts the Groundsmaster® 7210 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 series: bi-directional impact absorption on wing decks up to 5 mph.

Groundsmaster 4300-4WD: CrossTrax all-wheel drive system

Reelmaster 5010-H 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 and EdgeMax Bedknives

Reduced maintenance through improved edge retention (resulting from use of more advanced reel blade material and improved design geometry).

ProCore 648s

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 be 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.

FieldPro 6040

Create ballfields that fans and players love with the Toro Field Pro 6040. This workhorse features efficient operation with the innovative MultiTool™, ergonomic operator comfort, and incredible versatility in attachment options. The dedicated platform produces a consistent, superior infield playing surface regardless of starting conditions. Precision engineering means precise results.

- Consistent Results – The rugged chassis, commercial-grade components, and wide range of attachments produce major league playing surfaces for your home field.
- More Efficient – Four tools can be carried at once, dramatically reducing time spent preparing infields while allowing the operator to scarify, grade and drag smooth in a single pass.
- Increased Versatility – Dozens of Toro Sand Pro®, Bullseye™ and third-party attachments easily make the Field Pro 6040 the go-to, start-to-finish ball field maintenance machine.

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 Educator 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.

GeoLink

GeoLink® is the industry's first turf-based precision spray system. Turf professionals will benefit from substantial chemical savings thanks to individual nozzle control and sub-inch accuracy. Reporting is simple with GeoLink; application rates, coverage maps, area and volume data are easily downloaded for thorough record keeping. The weatherproof touchscreen is rugged enough to withstand the most challenging conditions and makes

- application programming straightforward with just the touch of a button.

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 an EFI gasoline engine, 48-volt Lead-acid electric or Lithium-ion electric provide the performance to tow 1,500 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 MDX utility vehicle

Available in either gasoline or Lithium-ion electric. The Lithium Powered MDX utilizes Toro's patent-pending Lithium-ion HyperCell batteries that provide extended battery power for consistent performance over the life of the vehicle. The MDX Lithium quickly charges overnight, keeping you running all day long.

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® MDX Series utility vehicles have the highest total payload capacities in their class for maximum productivity. Get more jobs done in less time. - 1,650 lbs. (748 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 HDX 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® HDX vehicle provides a total payload capacity of up to 3,352 lbs. (1,524 kg).

Workman UTX

The Workman UTX is a straightforward, no-nonsense, 4-wheel drive utility vehicle built to stand up to the toughest tests without compromising performance. With standard commercial-grade components, the highest payload in its class, and a proprietary speed control system, it's designed for the rigors of a long work week, not a few hours of recreation on the weekends. The Workman UTX has the muscle to blast through snowdrifts while still maintaining the ability to regulate speed and sound in sensitive areas. To raise the standard further, every Workman UTX features an integrated plow mount, power steering, turn signals, brake lights, and a spray-on bed liner. UTX Series vehicles have up to 2,000lb. towing capacity and 1,250lb. cargo capacity.

- **Commercial-Grade Tough**
With a rock-solid, high-strength steel frame, integrated plow mount, selectable 4WD with front and rear differential locks and oversized shocks, bearings and bushings the Workman UTX is up to any challenge.
- **Capable of Doing Any Job**
A ton (2,000 lbs. / 907 kg) of towing, 25% more cargo capacity than competitors and two standard 2" (5 cm) receivers (front and rear) gives the Workman UTX the means to tackle any job.

- **All-Day & All-Season Comfort**
2 or 4-passenger models make sure you have the room for you and your crew and a climate controlled cab keeps them comfortable in any conditions.
- **Precision Control**
A proprietary system allows for the perfect amount of power to be applied to the job, no matter the desired ground speed. This can mean lower RPMs, and with it lower fuel consumption and sound, or higher RPMs for more power to push snow or haul a heavy load.
- **Versatile Performance**
The Workman UTX is made to work in multiple environments. Its road ready with standard LED headlights, turn signals, hazards and brake lights and built to handle snow and ice like a BOSS®.

Vista

Built for work and designed for comfort, Toro Vista provides transportation across any property with ease. Vista is available in 4-, 6-, and 8-passenger models. The polar white body and assortment of accessories allow for easy customization no matter the venue. Toro Vista is the perfect choice for any campus, event space, resort, and more. Impress your guests with quick and convenient transportation in the Toro Vista

- **Power** – Choose between HyperCell® Lithium-ion Battery or EFI gas engine to power your 4, 6, or 8-passenger shuttle. Need more run time? Add an additional battery on your Lithium models.
- **Heavy-Duty Frames** – The frame of each shuttle size is specifically designed to handle the anticipated weight. No need to worry about a bowed frame after years of use.
- **Comfort** – Comfort was top of mind when designing the shuttle with both the driver and passengers in mind. Experience ample storage, legroom, independent suspension, and ergonomic design throughout.
- **Parking Convenience** – The electronically controlled parking brake seamlessly activates once the vehicle comes to a stop and deactivates when the driver presses the pedal (on Li models).

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 version 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 Final 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 'Tab 3_Attachment C – Sample Equipment Specifications'

- j. All responders 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 'Tab 3_SP3040_5040 Golf Sell Sheet'; 'Tab 3_Workman HD_Sell_Sheet'; 'Tab 3_RM3100_Sell_Sheet'; 'Tab 3_GM4100_4110_Sell_Sheet'; 'Tab 3_z-master-4000-zero-turn-sell-sheet' for descriptive literature and specification for each of the items referenced in 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.

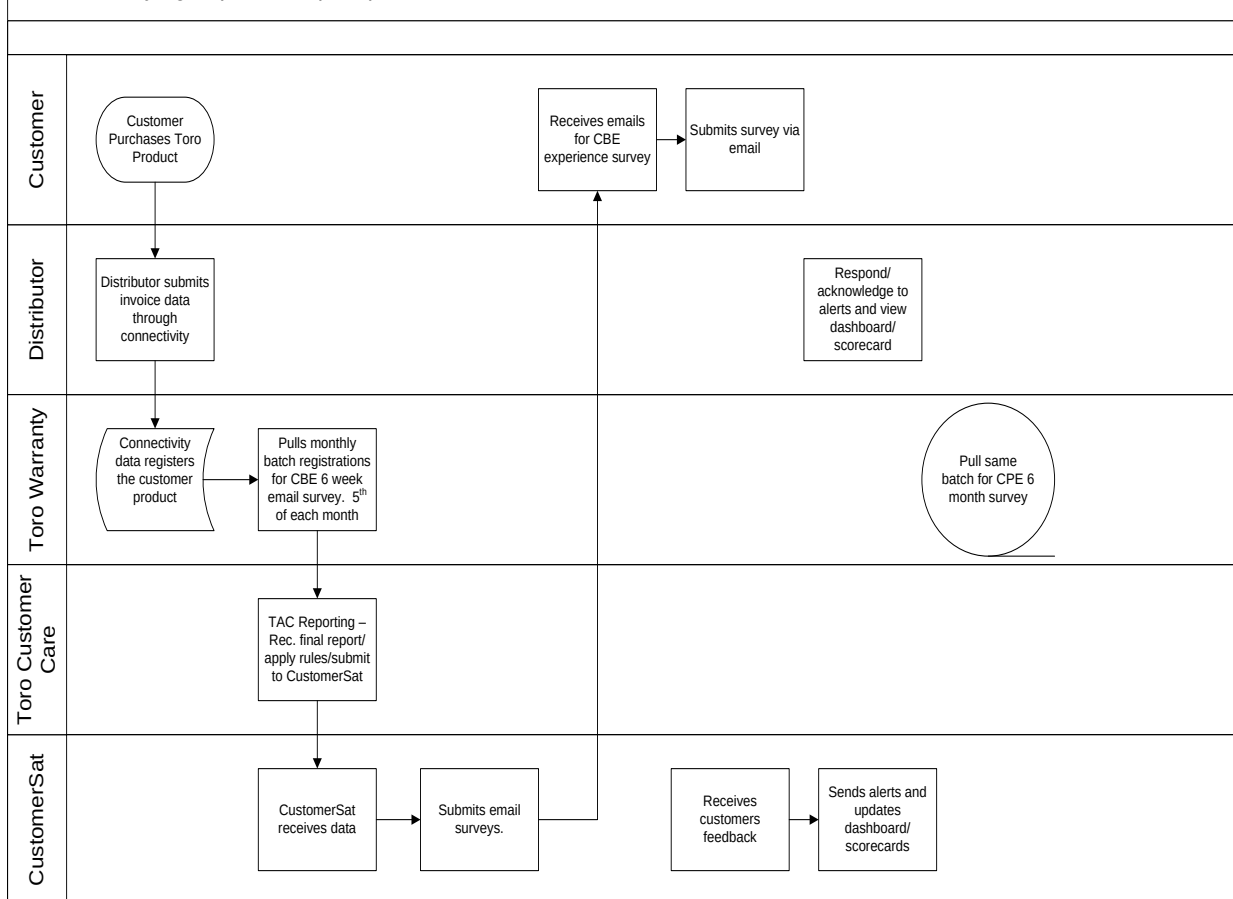
MyTurf is a web based system designed to allow you to track the Cost of Operating your fleet of turf equipment. Product information is loaded into the system and then when you have a maintenance task against that product you can track costs. This is a great tool to make business decisions as to whether 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. Wireless Hour Meters are also available for non-Toro products to help you maintain your entire fleet of equipment.

- I. If Respondent requires additional agreements, a copy of the proposed agreement must be included with the 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:
 1. Provide detailed information explaining your service capabilities. CHARTS

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. Below are some examples of our processes and reporting.

Customer Buying Experience (CBE) – Work Flow Process



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 (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 blades, for each of the pieces identified in Attachment C, see attachment 'Tab 3_Cycle Cost Information'. 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.

- b. 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 available upon request, schedules permitting. These sessions can be conducted 'live' or online and may be recorded for future use by the agency.
- c. 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 available to technicians.

Commercial Technical Education Pathways		Duration (min)*	Technical Basics	System Qualifications						Product Qualifications					
				Engine Control Systems	Toro Intermediate Hydraulics	Toro Intermediate Electrical/Electronics	Hybrid/Alternative Power Systems	Digital and Autonomous Solutions	Climate Control Systems	Reel Mowers	Rotary Mowers	Vehicles	Sprayers	Specialty Equipment	
Commercial Technical Basics															
Basic Troubleshooting (GEARS) for Service Technicians	30	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Electrical	90	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Toro Electrical Assessment	60	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Hydraulics	180	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Engines	60	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Drivelines	30	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Charging and Starting System Basics - Delco Remy	120	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Introduction to Lead Acid Batteries	25	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Agronomy	30	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Product Courses															
Introduction to Commercial Products	15									X	X	X	X	X	X
Introduction to Reel Mowers	105									X					
Greensmaster 1000 Service Quick Hit	15									X					
Introduction to eTriFlex	100									X					
Greensmaster Flex 1018/1021 Service Quick Hit	15									X					
Introduction to Rotary Mowers	60										X				
Groundsmaster 3200/3300 Service Quick Hit	15										X				
Groundsmaster 3200/3300 Accessories Quick Hit	15										X				
ProLine H800 Service Quick Hit	15										X				
Introduction to Outcross 9060	60											X			
Workman Utility Vehicles Overview	15												X		
Workman UTX Commercial Service Quick Hit	20											X			
Introduction to Sprayers	90													X	
Introduction to Specialty Equipment	20														X
Bullseye Products: Introduction for Service	80														X
PC648 Overview & Maintenance	20														X
Field Pro 6040 Commercial Service Quick Hit	15														X
Greensmaster 1000 Service Quick Hit	15									X					
Toro Systems															
Engine Control Systems															
Basic Tier 4	20		X							X	X				
Electronic Control Unit System	45		X							X	X	X			
High Pressure Common Rail (HPCR) Fuel Injection System	25		X							X	X	X			
Introduction to Yanmar SMARTASSIST Direct	45		X							X	X	X			
Yanmar Regeneration	15		X							X	X	X			
Troubleshooting Using SMARTASSIST Direct	15		X							X	X	X			
Yanmar Tier 4 Webinar Series	360		X							X	X				
Hybrid Systems															
Hybrid Technology	60						X			X					
Hybrid Webinar Series	240						X			X					
Introduction to Lithium-Ion Batteries (F20)	25						X			X		X			
Testing and Troubleshooting Lithium-Ion Systems (F21)	25						X			X		X			
Toro Electronics															
CAN Bus System Fundamentals	20					X	X	X		X	X	X	X	X	X
Cultivation, Agronomics & ACA															
Aeration Technology Overview	45														X
After Aeration Appearance and Troubleshooting	20														X
Introduction to Aftercut Appearance	15									X					
Troubleshooting Aftercut Appearance	10									X					
Webinar: Aftercut Appearance 2022 - 1 of 2	60									X					
Webinar: Troubleshooting Aftercut Appearance Webinar 2 of 2	60									X					
GeoSystems															
Introduction to GeoLink	70							X							
GeoLink Introductory Video Series	15							X							
GeoLink Solutions Product Quick Hit	15							X							
Introduction to AutoSteer	15							X							
Robotics Fundamentals	30							X							
Diagnostics															
Toro Diagnostic Software Tools	50		X	X	X	X	X	X	X	X	X	X	X	X	X
Instructor-Led Courses															
Teaming with Toro	24h									Optional, but recommended for all.					
Hands-On Tier 4	16h		X							X	X	X			
Hands-On eTriFlex Riding Greensmower	16h									X					
Hands-On Outcross	16h											X			
Hands-On Sprayers	16h													X	
Virtual GeoLink & AutoSteer	12h							X						X	

5. 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 'Tab 3_SNC Certificate of Delivery' 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.

Due to the volatility in pricing over the past few years, customer may opt to use a Budgetary Cap pricing model that locks in a not to exceed price at the time of order so the Agency can set a budget "cap" for their products. If prices do not increase to the budgetary cap amount, the product will be repriced at the time of delivery to the current contract price, whichever is lower.

- 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 attachment 'Tab 3_Sample Invoice'.

6. Other

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.

7. Describe any government rebate programs that are offered.

A volume-based "Smart Value Program" is part of our offering that incentivizes agencies to spend more and/or rewards agencies that have higher spend volumes by offering 'Free Goods' based on their total spend amount. As such, we encourage our dealers/distributors to work with their customers to review their usage on a regular basis and identify any costs savings opportunities that may exist. Agencies are then allowed to use these 'Free Goods' to purchase service, parts, or wholegoods based on the amount they receive. At minimum, this is done annually, but it is encouraged to be reviewed quarterly so that we can continue to identify additional support for agencies throughout the year. Smart Value goods are based on individual POs and may not be combined with multiple POs, unless approved by Toro. See below for details.

Toro Commercial Purchases	Customer Free Goods \$	Toro Commercial Purchases	Customer Free Goods \$
\$200K-\$249K	\$4,500	\$550K-\$599K	\$20,000
\$250K-\$299K	\$6,000	\$600K-\$649K	\$22,000
\$300K-\$349K	\$10,000	\$650K-\$699K	\$24,000
\$350K-\$399K	\$12,000	\$700K-\$749K	\$26,000
\$400K-\$449K	\$14,000	\$750K-\$799K	\$28,000
\$450K-\$499K	\$16,000	\$800K-\$849K	\$30,000
\$500K-\$549K	\$18,000	\$850K*	\$32,000
*"Free Goods" increase \$2,000 for every additional \$50,000 in purchases.			

This sheet is to be completed and used in conjunction with the pricing page (Attachment A).

BUNKER RAKE SPECIFICATIONS SP5040		
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	Provisions for light kit
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 Workman HDX Series		
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	58 cu. In. (950cc)
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	Twin halogen headlights and dual taillights actuated by switch on dash. Dual brake lights actuated by brake pedal.
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	4 gpm (15 lpm) gear pump provides hydraulic flow for power steering and lift in series. Lift control valve with quick disconnects for dual lift cylinders or for attachments when quick disconnects are switched. 8 quart total 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	

REEL MOWER 72" WITH SIDEWINDER SPECIFICATIONS RM3100			
Item 3			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE			
Power = 18 HP	Y	N	
Type = Diesel powered	Y	N	
CAPACITIES			
Fuel Capacity = 7.5 gal	Y	N	
Hydraulic Oil = 6.0 gal	Y	N	
DRIVE SYSTEM			

Traction Drive = Hydrostatic drive with variable speed in forward and reverse.	Y	N	
IMPLEMENT DRIVE			
Hydraulic drive, cutting units interchangeable	Y	N	
CUTTING UNITS			
Number = 3	Y	N	
Number of blades = 11	Y	N	
BEDKNIVES Adjustment= Dual Precision Adjustment	Y	N	
Reel Frame	Y	N	
Reel Diameter = 7"	Y	N	
OTHER STANDARD EQUIPMENT			
STEERING			
Power	Y	N	
Gas Shock	Y	N	Not sure what this would be referencing under steering?
CONTROLS			
LED Light Kit	Y	N	LED Light kit is an optional accessory
Raise / lower mower lever (joystick)	Y	N	

WIDE AREA ROTARY MOWER SPECIFICATIONS GM4100			
Item 4			
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 liter) capacity	Y	N	Comply with Rear Mount, Cross Flow, our fins are 6.3" and the unit has a 9 quart capacity
FUEL CAPACITY			
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y	N	21 Gallon Capacity
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	Similar but not identical: 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. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.
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. Single pass cooler, 6.3 fins per inch, SmartCool® 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	The math doesn't add up in your example. 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 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	

ZERO TURN MOWER WITH COLLECTION UNIT SPECIFICATIONS Z-Master 4000			
Item 5			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE AND CAPACITIES			
ENGINE			
24.5 hp Gasoline	Y	N	
FUEL CAPACITY			
10 gallons gasoline	Y	N	
CONTROLS			
Foot operated height of cut	Y	N	
Steering control 1.4" diameter grips, Adjustable	Y	N	
Up to 10 mph forward speed	Y	N	
CUTTING UNIT			
.204 in. heat treated steel	Y	N	
Blade Tip speed 18,500 ft/min	Y	N	
OTHER EQUIPMENT			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	Deluxe Suspension included - MyRIDE Air-ride seats are available on other Toro Zero-Turn units.
Sun Shade	Y	N	Optional accessory

Toro Equipment Maintenance Products and Schedules for Equipment In Attachment C.

Item #1 Bunker Rake**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 accidentally 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 Utility Vehicle**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 Reel Mower 72" with Sidewinder

**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 accidentally start the engine and seriously injure you or other bystanders.

Remove the key from the ignition before you do any maintenance.

Item #4 Wide Area Rotary Mower



QUICK SERVICE REFERENCE

GROUNDMASTER 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 #5 Zero Turn Mower with Collection Unit

TORO®

Groundsmaster® 4100-D/4110-D

WIDE AREA ROTARY MOWERS

FEATURES

- 55 hp (41 kW) Yanmar® turbo-diesel engine
- Smart Power® and HybridDrive™ cutting deck system - work together providing optimal power to the cutting blades
- Foldable ROPS
- 10.3' (3.15 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
- 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 heat (4110-D)
- Isolated operator platform for greater comfort and smoother ride

Operator-friendly and smart by design.

At a 10.3' (3.15 m) 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 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 parallel hydraulic drive system assures full-time 4-wheel drive, allowing you to mow with confidence, even on hills and wet grass.



Groundsmaster® 4110-D



Groundsmaster® 4100-D

SMART POWER

Groundsmaster® 4100-D/4110-D Specifications*

	GROUNDMASTER 4100-D, MODEL 30608		GROUNDMASTER 4110-D, MODEL 30644		
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, 6.3 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. Smart Power® 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. Single pass cooler, 6.3 fins per inch, SmartCool® 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.				
INSTRUMENTATION	InfoCenter™:Onboard LCD display shows gauges, alerts/fauls, 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.				
CRUISE CONTROL	Standard				
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, InfoCenter alarms and gives message. Mowing only permitted in low range. Traction not allowed if parking brake engaged and pedal moved out of neutral, InfoCenter 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.				
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, LED road lights consisting of dual taillights, dual headlights, slow moving vehicle sign, turn signal, flasher and lights, sunshade, beacon, slope sensor				
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 10.4 acres/hr (4.2 hectares/hr) at 8.3 mph (13.4 km/hr). Assumes no overlap or stops. **Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions.				
CONSTRUCTION	Welded .100" (2.5 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 HCT	
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	460 lbs. (209 kg)
OPTIONS	Dirt Deflector, Storage Stands.



SUNSHADE	
UNIVERSAL MOUNT SUNSHADE	White, Model 30669 / Red, Model 30671



SNOWTHROWER ERSKINE MODEL 2000	
STAGE	2
CLEARING WIDTH	61" (155 cm)
SNOW CUT DEPTH	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
THROWING DISTANCE	Up to 30' (9.14 m)
APPROXIMATE SHIPPING WT.	850 lbs. (386 kg)
HOSES	Included

*Specifications and design subject to change without notice.

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 TORO logo is a red rounded rectangle with the word "TORO" in white, bold, sans-serif capital letters.

PARKS & RECREATION

INNOVATIVE MAINTENANCE EQUIPMENT



**Shape the green spaces
your community deserves.**



SPORTS FIELDS

Maintaining sports fields for the weekly influx of practices and league play can be a tall order for any park system, let alone the weekend pressure of tournaments and special events. Toro's wide range of sports field and multi-purpose equipment minimizes the worry of how to maintain the fields, allowing more park, and more rec.



Mowing

Walk-Behind Reel Mowers



Greensmaster® 1000 Series

For superior striping and a consistent, pristine cut.

Lightweight Reel Mowers



Reelmaster® 3555-D / 3575-D

Compact, lightweight, maneuverable and an outstanding quality of cut.

Walk-Behind Rotary Mower



ProStripe® 560

Provides both quality of cut, collection, and a clean striped finish in one efficient step.

Multi-Deck Rotary Consistency



Groundsmaster® 3500-D

Ease of a rotary, aesthetically sharp striping of a reel mower.



Cultivation

Compaction Relief for Safer Fields



ProCore® 864/1298

Incredibly consistent coring for healthy, sustainable fields.

Irrigation

Solutions Designed for Sports Fields



TS120 & TS170 Series Rotors

With the capability of achieving long-range throws, these rotors are the right choice for sports field irrigation.

Infield Grooming

Efficient game-ready ball diamonds



Sand Pro® 5040

Pro-style groomer efficiently transforms any infield condition to game-ready.

Topdressing

Consistent Spread Patterns



ProPass™ 200

A broadcast-style topdresser with a capacity of 21 cubic feet.

Application

Precise Spray Control

Multi Pro® 1750

Purpose-built to spray turf with optional GPS precision.



PUBLIC SPACES

From wide open spaces to family picnic areas to flower gardens to playgrounds, maintaining the sheer variety of public spaces requires equipment that can adapt to the required workload. Toro offers mowing and maintenance solutions that efficiently flex to the need.

Toro® ProLine H800

Direct-collect rotary mower with high-lift dump mechanism for unmatched collection performance.



Small Area Mowing

Nimble & Productive

Groundsmaster® 3200/3300

Superbly maneuverable, out-front ease.



Groundsmaster® 7200

A commercial-grade zero turn mower.



Groundsmaster® 360 Quad-Steer™

Mow hills and tight areas without tearing turf.



Large Area Mowing

Wide Area Productivity



Groundsmaster® 5900

Manage large areas with 18 acres/hour ease.

Efficient & Adaptive



Groundsmaster® 4000-D / 4100-D

Variable 5', 8' and 11' width of cut for narrow to wide open spaces.

Pull-Behind Rotary



Groundsmaster® 1200

12-foot wide pull-behind productivity.



Mobility in Maintenance

Vehicles that get the work done



Workman® HD Series

*For the toughest jobs.
Up to 3,300 pound capacity.*



Workman® MDX Series

*An all-purpose work vehicle
with a wide go-over-the-curb stance.*

Workman® GTX Series

*Fits on narrow paths, endlessly
adaptable to the day's jobs.*



*The Workman GTX offers 2, 4 or 6 seat options and
EFI gasoline, 48-volt AC, or lithium-ion power.*

Clean Up

A force to be reckoned with



Pro Force®

*Easily clear out parking lots, trails, forest
edges and more.*

GENERAL MAINTENANCE

Get more work done around the park with a single machine. The Outcross® simplifies tasks with preset controls and easy vehicle-type operation, and yet can perform the tough functions of a tractor and a utility vehicle combined without tearing the turf. Power through that long job list, day after day.

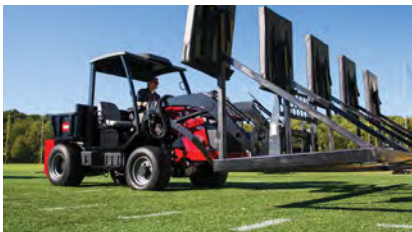


Get More Done with the Toro® Outcross® 9060

Aerate



Lift



Haul



Load



Topdress



Mow



Industry Partnerships

Toro's history with providing innovative and robust solutions for parks professionals goes back almost a century. We are proud supporters of the following industry partners:



SEASONAL MAINTENANCE

When seasons change, so do the maintenance needs of a park system. Whether its fall debris clean up, winter snow removal, or ensuring the early spring melt is going to plan, Toro has equipment that adapts to the season.



*Groundsmaster® 360
with rotary broom*



*Outcross™ with loader arm
& BOSS® SK box plow*



*Groundsmaster® 7200 PolarTrac®
with snowthrower*

Winter has met its match

Keep your machines busy all year long.



Groundsmaster® 7210 PolarTrac®

Convert the Groundsmaster 7210 Z-Mower into a snow removal beast in just 4-hours.



Groundsmaster® 360

The Groundsmaster 360 Quad-Steer™ system ensures stable maneuverability on turf or snow.



Groundsmaster® 5910

The power of a Groundsmaster 5910 allows it to muscle out what winter brings in.



Workman® HDX

4-wheel drive matched to 900cc's of snow blasting power.

ADDITIONAL PARK MAINTENANCE SOLUTIONS



Z Master®
Zero-Turn Rotary



Grandstand®
Commercial Rotary



Toro® Walk-Behind
Commercial Rotary



TurfMaster™ Commercial
Walk-Behind Rotary



Dingo®
Compact Utility



TRX Trencher
Walk-Behind Trencher



Grandstand® MULTI FORCE®
Multi-Purpose



Power TRX HD
Commercial Snow Blower



Toro® Power Broom
Commercial Rotary Broom



BRC-28
Brush Cutter



Toro® Stand-On
Aerator



Toro® Stand-On
Spreader/Sprayer

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TORO®

Reelmaster® 3100-D

SMALL AREA REEL MOWER

FEATURES

- **Productivity** – *Triplex chassis design is highly maneuverable for quick, end-of-row turn arounds. 72" or 85" (183 or 216 cm) cutting widths in combination with up to a 6 mph (10 km/h) mowing speed make the Reelmaster 3100-D fast and effective.*
- **Superior Traction** – *The Series/Parallel 3-wheel drive system provides power to at least two wheels at all times. The result is impressive traction in hilly and wet conditions with minimal wheel slip so it's also gentle on the turf.*
- **Efficiency** – *Powered by a fuel efficient 21.5 hp (16 kW) Kubota® diesel engine, this Reelmaster model provides plenty of power for those challenging cutting conditions, even while operating groomers, rear roller brushes and veritcutters.*
- **Simplicity** – *The Reelmaster 3100-D utilizes a common platform design with other Toro mowers which can improve operator and technician efficiency.*
- **Lightweight Design** – *An ideal combination for turf friendliness, the lightweight and balanced chassis avoids unnecessary weight on your sensitive turf.*
- **Outstanding Quality of Cut** – *Dual Precision Adjustment (DPA) cutting units – featuring Toro's exclusive EdgeSeries™ reels combine to deliver a consistent, high quality cut and superior after-cut appearance, while reducing maintenance with improved reel edge retention.*

An essential trim reel mower for any course.

When you need a reel trim mower whose versatility, performance and after-cut appearance is second to none, the Toro® Reelmaster® 3100-D is the clear choice. With Sidewinder® technology, Toro pioneered the ability to shift cutting units on the fly from side-to-side, reaching turf areas that other mowers simply cannot. It's ideal for mowing around greens and bunkers where conditions can be challenging but when precision control is an absolute must. Add a triplex chassis configuration and Toro's exclusive EdgeSeries™ cutting units and you get an exceptional performing, highly maneuverable reel trim mower that consistently delivers a superior after-cut appearance, day after day.

**EdgeSeries™ Reels**

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Call your Toro distributor at 800-803-8676

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 cm) displacement. Tier 4 and Stage V compliant. 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) Overall Height: 76" (193 cm) with ROPS Wheel Base: 56" (142 cm) Transport Width: 80" (203 cm) in 72" (183 cm) WOC, 92" (234 cm) in 85" (216 cm) WOC Overall Length: 93" (248 cm)	
WEIGHT	Approx. Weight with 27-inch Cutting Units: 1,860 lbs. (844 kg)	Approx. Weight with 27-inch Cutting Units: 1,950 lbs. (885 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 – 2017) and European Community specifications (CE Certified). EN ISO 5395.	
WARRANTY	Two-year limited warranty, refer to operators manual for details.	

	27" CUTTING UNITS (03189, 03190) / 32" CUTTING UNITS (03191)
TYPE	Three hydraulically-driven, balanced, 7" (17.8 cm) diameter reels. Cutting units interchangeable to all three positions.
REEL BLADE OPTIONS	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 0.25"-2" (6.4-50.8 mm) 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.

*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.

TRACTION UNIT ACCESSORIES

115-4754	myTurf® Wireless Hour Meter Assembly
30629	Premium Seat
127-2796	Smooth Tire (front only)
03614	Golf Ball Guard
31696	LED Light Kit

TRACTION UNIT SUNSHADE

30669	Universal Sunshade - White
30671	Universal Sunshade - Red
30358	Bimini Canvas Sunshade
03248	Switch Panel
03247	Operator Cooling Fan
138-2700	Worklights
138-2699	Beacon
138-2993	Wire Harness
136-3315	Required Wheel Weight Kit

CUTTING UNIT OPTIONS

03189	27" (69 cm) 8-Blade DPA Cutting Unit
03190	27" (69 cm) 11-Blade DPA Cutting Unit
03191	32" (81 cm) 8-Blade DPA Cutting Unit
03203	27" (69 cm) Verticutter Cutting Unit

27" (69 CM) DPA CUTTING UNIT ACCESSORIES

03240	Universal Groomer
03778	27" (69 cm) Groomer Cartridge
03242	27" (69 cm) Universal RRB Kit
03243	Rear Roller Brush 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
137-6121	Full Front Roller
114-9386-03	Full Front Roller Scraper
119-4286	Short Rear Roller Asm
140-5514	HD High HOC Brush

32" (81 CM) DPA CUTTING UNIT ACCESSORIES

03246	Rear Roller Brush Kit
133-0193	5-Blade Service Reel
114-9369	Rear Roller Scraper Kit
114-9373-03	Wiehle Roller Scraper
114-9377	Comb/Scraper Kit
140-5513	HD High HOC Brush
137-6127	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

BEDKNIFE OPTIONS

114-9388	Standard (27") - (03189, 03190)
114-9390	Heavy-Duty (27") (03192)
120-1641	Extended Low-Cut (27")
112-8910	EdgeMax™ (27")
114-9389	Standard (32") - (03191)
114-9391	Heavy-Duty (32")
120-1642	Extended Low-Cut (32")

CUTTING UNIT OPTIONS (27"/32")

03244	End Weight Kit
119-0649	Trim/HD Collar Kit (6 per roller)
119-0635	RM3100 Tipper Roller Kit
98-1852	Gauge Bar
04399	Turf Evaluator
136-3635	High HOC Turf Evaluator

*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.

**SIMPSON NORTON CORPORATION**

4144 S. BULLARD AVENUE
GOODYEAR, AZ 85338
(623) 932-5116 FAX (623) 932-5299

INVOICE

INVOICE DATE	INVOICE NO.
05/11/23	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	05/11/23

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	0	5	each	0.00	0.00	0.00
3	03716 27" HD Verti-Cutter Serial #: 315000107	5	0	5	each	0.00	0.00	0.00
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 06/10/23								

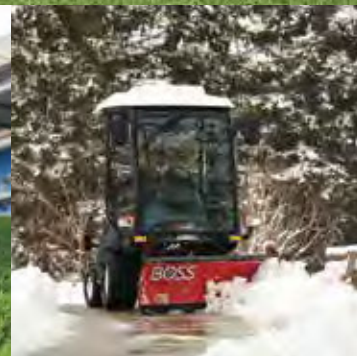
SAMPLE INVOICE ONLY



Count on it.

SPORTS FIELDS & GROUNDS

EQUIPMENT & IRRIGATION SOLUTIONS



Groundsmaster® 3200/3300 Series Rotary Mowers



50 Years of Groundsmaster Innovation

Toro has been creating world-class out-front rotary mowers for over 50 years. The Toro Groundsmaster line provides an unprecedented combination of power, productivity, and refined results. From maneuvering in small, tight spaces to wide-open fields to varied terrain, municipal parks, universities, K-12 school campuses and other environments depend on the finish these rugged yet sophisticated machines provide. Brawny frames and welded steel cutting deck construction ensure a long life and solid return on your investment.

T O R O I N N O V A T I O N

Routine maintenance is easy with the Groundsmaster 3200/3300. The innovative tilt-up deck design makes blade maintenance and deck cleaning simple. Single-handed action rotates the deck to near vertical position for the easy access.



Groundsmaster® 3200/3300 Series

The Groundsmaster 3200/3300 Series delivers unparalleled productivity. Featuring a powerful 37.4 hp (27.9 kW) or 24.7 hp (18.4 kW) engine, CrossTrax® all-wheel drive and legendary Groundsmaster decks, the Groundsmaster 3200/3300 makes quick work in even the toughest terrain while delivering an exceptional quality of cut.

Productivity and Versatility are Built-in

From the fully adjustable suspension seat and steering column, the fingertip engine controls and optional all-season cab, this new mower is designed for all-day comfort. Routine maintenance is also easy with the Groundsmaster 3200/3300 Series. The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible to help ensure your Groundsmaster runs smoothly and reliably for years. Productivity, comfort, reliability and versatility. That's the Groundsmaster 3200/3300 Series.



Groundsmaster 3200 with optional 60" or 72" decks



ALL-SEASON CAB

All-season cab with heat and air conditioning is standard on model 3310. Optional heat-only cab (no air conditioning) for other models.

OPTIONAL ATTACHMENTS /ACCESSORIES



S P E C I F I C A T I O N S

	GM3200 2WD	GM3200 AWD	GM3300 AWD	GM3310 AWD CAB
ENGINE	24.7 hp (18.4 kW)	24.7 hp (18.4 kW)	37.4 hp (27.9 kW)	37.4 hp (27.9 kW)
FUEL	12 gallon (45 L) Diesel	12 gallon (45 L) Diesel	12 gallon (45 L) Diesel	12 gallon (45 L) Diesel
WIDTHS OF CUT	60" (152 cm) or 72" (183 cm)	60" (152 cm) or 72" (183 cm)	60" (152 cm) or 72" (183 cm)	60" (152 cm) or 72" (183 cm)
MOWING RATE*	Up to 7.3 acres/hr (2.95 hectares/hr)	Up to 7.3 acres/hr (2.95 hectares/hr)	Up to 7.3 acres/hr (2.95 hectares/hr)	Up to 8.7 acres/hr (3.5 hectares/hr)
TRACTION DRIVE	2WD	CrossTrax® AWD	CrossTrax® AWD	CrossTrax® AWD

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Groundsmaster® Large Area Rotary Mowers



Groundsmaster 5900/5910

With a 16' (4.88 m) width of cut and precise maneuverability, this durable proven performer can mow over 20.9 acres per hour (8.45 hectares per hour)* and 0° uncut circle, leaving no uncut grass in turns. The three independent rear discharge cutting units quickly raise or lower on the fly.



Groundsmaster 4000-D

The strongest, most productive 11' (3.35 m) mower available today. With its 55 hp (41 kW) Yanmar® turbo-charged diesel engine, you can quickly mow through a variety of cutting conditions.



Groundsmaster 4100/4110-D

This innovative wide area rotary mower features an out-front mower deck for superior operator visibility and outstanding productivity. The Groundsmaster 4110 is outfitted with a climate-controlled safety cab.



Groundsmaster 4010-D

The Groundsmaster 4010-D is outfitted with a climate-controlled safety cab. Operators work comfortably in a fully enclosed, factory-installed cab with a four-post rollover protection structure (ROPS) and tempered safety glass.



Z Master 7500-D 144"

Z Master Series mowers really shine once they're off the trailer, you'll finish more jobs faster than ever. The Z Master also provides world-class comfort and industry-leading durability. You will love the beautiful cut of the Turbo Force® deck.

T O R O I N N O V A T I O N

Our exclusive SmartCool® system briefly reverses the cooling fan to blast chaff and debris from the air intake screens. The innovative Toro SmartCool System, along with regular maintenance of the cooling system, keeps operators on the job and more productive.



S P E C I F I C A T I O N S

	GM 4000-D/4010-D	GM4100-D/4110-D	GM5900/5910	Z Master 7500-D 144"
ENGINE	55 hp (41 kW)	55 hp (41 kW)	72 hp (53.7 kW)	43.4 hp (32.3 kW)
FUEL	Turbo Diesel	Turbo Diesel	Turbo Diesel	Turbo Diesel
MAX WIDTH OF CUT	11' (3.35 m)	10.5' (3.15 m)	16' (4.88 m)	12' (3.66 m)
MOWING RATE*	11.1 acres/hr (4.49 hectares/hr)	10.4 acres/hr (3.6 hectares/hr)	20.9 acres/hr (8.45 hectares/hr)	14.5 acres/hr (5.87 hectares/hr)
TRACTION DRIVE	Full-Time 4WD	Full-Time 4WD	Full-Time 4WD Mow, 2WD Transport	2WD

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Groundsmaster® Contour Rotary Mowers



Power, Precision, Performance.

The Groundsmaster® Contour Rotary Mower Series provides the clean quality of cut of a reel mower but with the maintenance ease of a rotary. The free-floating Contour™ Plus Decks eliminate scalping, provide dramatic striping and deliver a picture-perfect cut. The Contour Series is a blend of powerful productivity and refined results. These models are engineered with innovations like Sidewinder® cutting units for precise trimming, CrossTrax® all-wheel drive for superior traction, and SmartCool™ for unsurpassed cooling performance. No matter which Groundsmaster you choose, you'll get the legendary performance that makes this an unbeatable foursome.



Groundsmaster 4500-D/4700-D

The Toro Groundsmaster 4500-D and 4700-D deliver both an unprecedented blend of powerful productivity and refined results. With a 55 hp turbo-diesel engine under the hood, and Contour™ Plus engineering inside the cutting units, you will achieve a quality of cut typically reserved for smaller trim mowers.



Groundsmaster 4300-D

The Groundsmaster 4300-D has a lightweight footprint and CrossTrax® four-wheel drive for superior hill-climbing. Each of its five Contour™ Plus cutting units closely follow contours for a consistent and even cut on flat or undulating terrain.



Groundsmaster 3500-D Sidewinder®

The legendary Sidewinder cutting system on the Groundsmaster 3500-D slides the cutting units from side to side up to 24" to safely trim hard-to-reach turf. It also lets operators change tire tracking to reduce turf compaction in areas where the same patterns are mowed.



Groundsmaster 3505-D

Three independent, Contour™ Plus 27" cutting units provide superior performance for this rotary mower, cutting as low as three-quarters of an inch. The design incorporates full deck rollers to deliver a precise cut and a high-quality striping effect on your sports fields.

T O R O I N N O V A T I O N



You've never seen traction like this. The CrossTrax® all-wheel drive system automatically senses when one of the front tires begins to slip, and instantly transfers power from the front to the opposite rear wheel. These mowers turn mountains into molehills, zooming easily up slippery, steep slopes.

S P E C I F I C A T I O N S

	GM3500-D	GM3505-D	GM4300-D	GM4500-D	GM4700-D
ENGINE	24.8 hp (18.5 kW)	24.8 hp (18.5 kW)	43.4 hp (32.4 kW)	55 hp (41.1 kW)	55 hp (41.1 kW)
FUEL	Diesel	Diesel	Turbo Diesel	Turbo Diesel	Turbo Diesel
WIDTH OF CUT	68" (173 cm) or 72" (183 cm)	68" (173 cm) or 72" (183 cm)	90" (229 cm)	109" (277 cm)	150" (381 cm)
MOWING RATE*	Up to 4.1 acres/hr (1.66 hectares/hr)	Up to 4.4 acres/hr (1.78 hectares/hr)	6.4 acres/hr (2.67 hectares/hr)	8.8 acres/hr (3.56 hectares/hr)	12.1 acres/hr (4.89 hectares/hr)
TRACTION DRIVE	3WD	2WD	4WD	4WD	4WD
CUTTING UNITS	3 Contour Plus Cutting Units	3 Contour Plus Cutting Units	5 Contour Plus Cutting Units	5 Contour Plus Cutting Units	7 Contour Plus Cutting Units

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Groundsmaster® 1200 Pull-Behind Rotary Mower

Groundsmaster 1200

The Groundsmaster 1200 delivers an unparalleled combination of productivity, durability and superior cut. It features a 12-foot (3.7 meter) width of cut and can mow up to 8.7 acres (3.52 hectares)* per hour. Remaining true to Groundsmaster's unmatched reputation of durability, the 1200 was designed for years of reliable mowing. Its spindles are the same as Toro's large rotaries and capable of withstanding the roughest conditions. The 1200 delivers an evenly cut, professionally striped look to large open spaces.



	GM1200
TRACTOR	35 PTO horsepower (32.6 kW) tractor
WIDTH OF CUT	12 feet (3.65 meters)
HEIGHT OF CUT	0.5" to 4.0" (1.3 cm to 10.2 cm)
MOWING RATE*	8.7 acres/hr (3.52 hectares/hr)
TRANSPORT WIDTH	86" (218.4 cm)

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Groundsmaster® 7210



Groundsmaster 7210

The Groundsmaster 7200 is powered by the 24.8 hp (18.5 kW) Kubota® diesel engine, while the Groundsmaster 7210 is powered by the 36.8 hp (27.5 kW) Yanmar® turbo diesel engine. The zero-turn steering increases mowing productivity and maneuverability around trees and other obstacles.



Groundsmaster® 7210 PolarTrac®

Convert the Groundsmaster 7210 from mowing into a powerful snow removal machine in less than 4 hours. The exclusive PolarTrac system is ready for all winter conditions with its heated hard cab, innovative rubber track system and quick-connect attachments.

	Groundmaster 7210
ENGINE	36.8 hp (27.5 kW)
FUEL	Diesel
WIDTH OF CUT	60" (152 cm) / 62" (157 cm) / 72" (183 cm)
MOWING RATE*	Up to 12.6 acres/hr (5.09 hectares/hr)
TRACTION DRIVE	2WD

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Groundsmaster 7210 Attachments



Visit toro.com or call your local distributor for a full list of available accessories and attachments.



SPECIFICATIONS





Superior & Faster Collection Performance

The Toro ProLine H800 direct collect rotary mower with high-lift dump mechanism was engineered for unmatched collection performance. Featuring a powerful Yanmar® 24.7 hp (18.4 kW) diesel engine; fast groundspeed up to 9.3 mph (15 km/h); our innovative Smart Airflow® direct collection design; and 77" (1.95 m) high-lift system that dumps clippings directly into truck beds or trailers, the ProLine H800 can mow, collect and dispose of up to 3 acres (12,000 m²) of material per hour!



EdgeSeries™ Reels



NEW

Greensmaster® e1021

Extremely quiet with no engine exhaust emissions, the all-electric Toro® Greensmaster® e1021 synchronizes the operator and machine, in an effort to eliminate operator influence on the turf. The e1021 offers a 21" cutting width and is among the quietest and most efficient walk greensmowers on the market today. Harnessing the power of lithium-ion battery technology, the e1021 takes electrical efficiency to a new level, allowing operators to mow up to 35,000 sq. ft. of turf on a single charge.

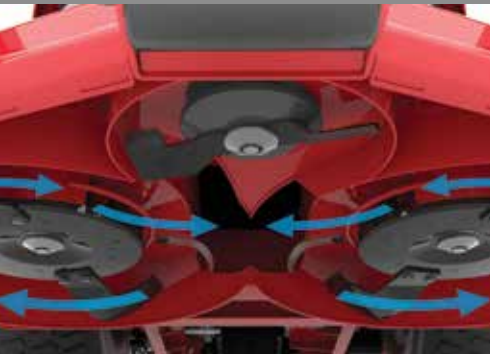


ProStripe® 560

The Toro ProStripe 560 lets operators get the striping quality they need without sacrificing speed. The compact, lightweight design makes it easy to maneuver the ProStripe 560 in tight areas, so it's ideal for sports venues, municipalities, resorts and golf courses. It's also the fastest mower in its class*, helping to get the job done quicker. The ProStripe 560 provides both quality of cut, collection and a clean striped finish in one efficient step.

* Based on average speed, measured on concrete.

T O R O I N N O V A T I O N



Toro's exclusive Smart Airflow® System provides maximum airflow for superior collection performance.

	ProLine H800
ENGINE	24.7 hp (18.4 kW)
FUEL	Diesel
WIDTH OF CUT	50" (1.3 m)
MOWING RATE*	4.7 acres/hr (1.9 hectares/hr)
TRACTION	AWD
HOPPER CAPACITY	1 cubic yard / 214 gallons (810 liters)

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

S P E C I F I C A T I O N S

	Greensmaster e1021	Greensmaster 1021	Greensmaster 1026	ProStripe 560
POWER SOURCE	50.4 Volt 26.7 A-Hr	3.5 hp (2.6 kW)	3.5 hp (2.6 kW)	179 cc
FUEL/ENERGY	Electric	Gas	Gas	Gas
WIDTH OF CUT	21" (53.3 cm)	21" (53.3 cm)	26" (66 cm)	22" (56 cm)
HEIGHT OF CUT	0.062" to 1.18" (1.5 to 30 mm)	0.062" to 1.18" (1.5 to 30 mm)	0.062" to 1.18" (1.5 to 30 mm)	0.5" to 2.6" (13 to 65 mm)
MOWING SPEED	2.0 to 3.5 mph (3.2 to 5.6 km/h)	2.0 to 3.5 mph (3.2 to 5.6 km/h)	2.0 to 3.5 mph (3.2 to 5.6 km/h)	1.9, 2.5, 3.1 mph (3.0, 4.0, 5.0 km/h)

Reelmaster® Riding Reel Mowers



The World’s Most Advanced Line of Reel Mowers

With reduced weight, enhanced mowing performance, improved operator comfort and simplified maintenance, Toro’s reel mowers are designed to deliver the superior performance and durability you’ve come to expect.

T O R O I N N O V A T I O N

Dual Precision Adjustment (DPA) cutting units featuring Toro’s new **EdgeSeries™** Reels combine to deliver a consistent, high-quality cut and superior after-cut appearance, while reducing maintenance through improved reel edge retention.

EdgeSeries™ Reels



Reelmaster® 5010-H Hybrid



Reelmaster® 5410/5510/5610



Reelmaster® 7000-D



Reelmaster® 3550-D

Reelmaster® 3555-D/3575-D
Productivity, efficiency, simplicity, 100-inch (2.54 m) cutting width and lighter weight make the Reelmaster 3555-D and 3575-D perfect for sports fields and other fine turf applications. These Reelmaster models were designed to be over 20% lighter, and much more compact than traditional Toro reel mowers. You get the performance you’ve come to expect from Toro in a size that is not only highly maneuverable, but is also engineered to decrease turf compaction in sensitive areas. Both models feature a three-wheel drive design with smooth tires that increase maneuverability, maximize productivity and significantly diminish the potential for turf tear.



Featuring
EdgeSeries™ Reels



Reelmaster® 3100-D

S P E C I F I C A T I O N S

	RM3100-D	RM3550-D	RM3555-D/3575-D	RM5010-H	RM5410/5510/5610	RM7000
ENGINE/POWER	21.5 hp (16 kW)	24.8 hp (18.5 kW)	24.8 hp (18.5 kW)	24.8 hp (18.5 kW), 40+ hp (29.8+ kW) peak*	36.8 hp (27.5 kW) & 43.5 hp (32.4 kW)	55 hp (41 kW)
FUEL/ENERGY	Diesel	Diesel	Diesel	Diesel/Electric	Diesel	Diesel
WIDTH OF CUT	72" (1.83 m) / 85" (2.16 m)	82" (2.1 m)	100" (2.54 m)	100" (2.54 m)	100" (2.54 m)	121" (3.07 m) to 126" (3.2 m)
HEIGHT OF CUT	0.25"-2" (6.4-50.8 mm)	0.25"-1.5" (6.4-38.1 mm)	0.25"-1.5" (6.4-38.1 mm)	0.25"-1.5" (6.4-38.1 mm)	0.25"-1.5" (6.4-38.1 mm)	0.25"-1.5" (6.4-38.1 mm)
MOWING SPEED	0-6 mph (0-10 km/h)	0-7 mph (0-11.3 km/hr)	0-7 mph (0-11.3 km/hr)	0-8 mph (0-12.8 km/h)	0-7 mph (0-11.3 km/hr)	0-7 mph (0-11.3 km/h)

*PowerMatch™ technology allows the RM5010-H to provide 24.8 hp continuously and over 40 hp when conditions require. See Commercial Equipment Guide for complete Reelmaster product line specifications.



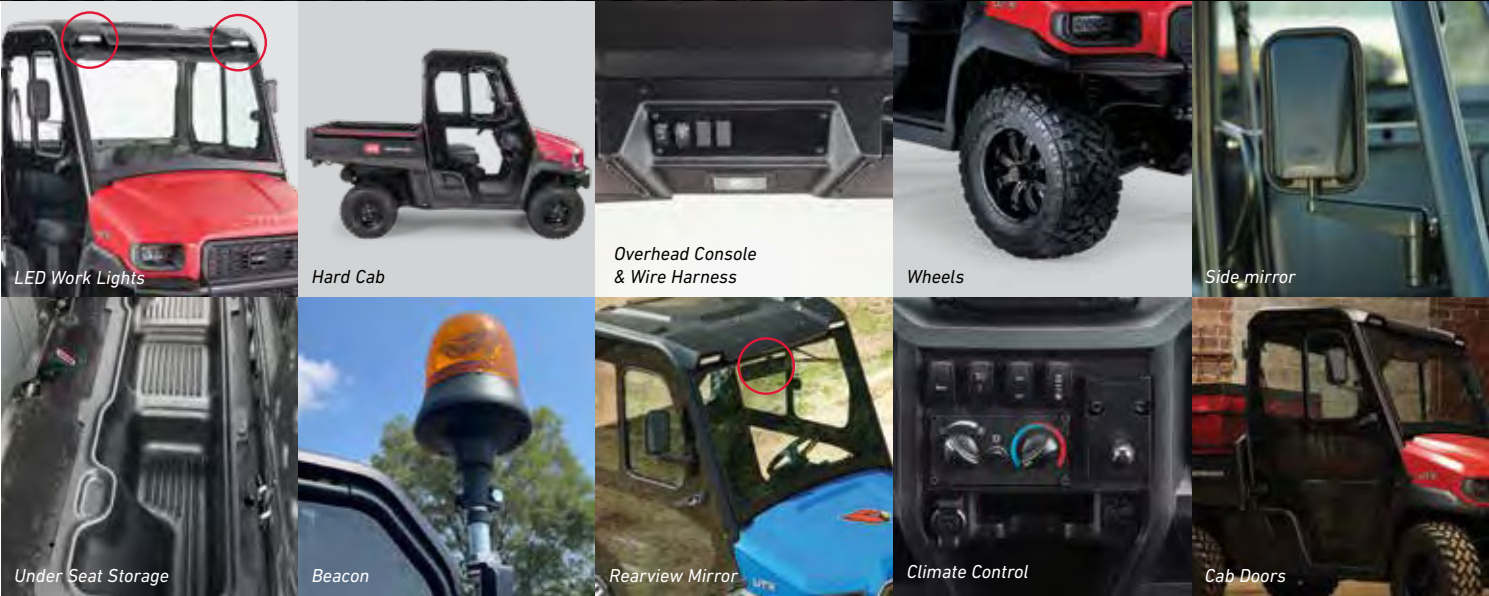
Get to Work

The Workman UTX is a straightforward, no-nonsense, four-wheel drive utility vehicle built to stand up to the toughest tests without compromising performance. With standard commercial-grade components, the highest payload in its class, and a proprietary speed control system, it's designed for the rigors of a long work week, not a few hours of recreation on the weekends.

T O R O I N N O V A T I O N



UTX Supervisor Key- A proprietary ground speed governing system provides unmatched control over speed, sound and fuel consumption giving the UTX a perfect balance of power and control. Add a supervisor key to switch between two customizable profiles of speed, drive and differential.



Visit toro.com or call your local distributor for a full list of available accessories and attachments.

A Vehicle with Adaptability and Grit

Commercial-Grade Tough – With a rock-solid, high-strength steel frame, integrated plow mount, selectable four-wheel drive with front and rear differential locks and oversized shocks, bearings and bushings the Workman UTX is up to any challenge.

Capable of Doing Any Job – A ton (2,000 lbs / 907 kg) of towing, 25% more cargo capacity than competitors and two standard 2" (5 cm) receivers (front and rear) gives the Workman UTX the means to tackle any job.

All-Day & All-Season Comfort – Two- or four-passenger models make sure you have the room for you and your crew and a climate-controlled cab keeps them comfortable in any conditions.

Precision Control – A proprietary system allows for the perfect amount of power to be applied to the job, no matter the desired ground speed. This can mean lower RPMs, and with it lower fuel consumption and sound, or higher RPMs for more power to push snow or haul a heavy load.

Versatile Performance – The Workman UTX is made to work in multiple environments. Its road ready with standard LED headlights, turn signals, hazards and brake lights and built to handle snow and ice like a BOSS®.



S P E C I F I C A T I O N S

	Workman UTX (Gas Models)	Workman UTX (Deisel Models)
ENGINE	0.998L, 40 hp (29.8 kW)	0.993L 24 hp (17.9 kW)
FUEL	Gas	Diesel
TOP SPEED	45 mph (72.4 km/h)	25 mph (40.2 km/h)
TOWING CAPACITY	2,000 lbs (907 kg)	2,000 lbs (907 kg)
VEHICLE WIDTH	60.5" (153.6 cm)	60.5" (153.6 cm)
VEHICLE LENGTH	2-seat configuration: 123.5" (313.6 cm)	2-seat configuration: 123.5" (313.6 cm)
	4-seat configuration: 159.5" (405.1 cm)	4-seat configuration: 159.5" (405.1 cm)

Workman® GTX Utility Vehicles



Simply Superior.

More Comfort. More Power. More Versatility. More Control.
Now available with lithium-ion technology!

The Workman GTX is a grounds work vehicle that boasts an unequalled combination of comfort, power, utility and control, making it simply superior to the competition. Its increased power, improved steering and exclusive suspension and braking systems make the Workman GTX the most versatile, practical and comfortable utility vehicle in its class. With its narrow 47.1" (119.6 cm) width; gas, electric or lithium-ion power and hundreds of configurable options, attachments and seating choices, running to different jobs has never been easier.

T O R O I N N O V A T I O N



Gimble Joint – Toro has taken ride comfort and bed stability to a whole new level by incorporating a split frame and gimbal joint, which isolate movement away from the operator while keeping the bed stable. This class-exclusive feature increases comfort and reduces operator fatigue while keeping all four wheels safely on the ground.



Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Workman GTX Lithium-Ion Capabilities

- **Power** – An improved power-to-weight ratio provides the capacity and productivity you need to do more, every day!
- **Cargo Capacity** – At 800 lbs (363.8 kg), the GTX Lithium-Ion provides the largest cargo capacity of any lithium-ion vehicle in its class.
- **Maintenance-Free** – Lithium-Ion battery packs require no maintenance, which allows you to spend less time checking batteries and more time checking tasks off your to-do list.
- **Extended Battery Life** – Lithium-ion battery packs give you the power for long days and reduced charging time for short nights.
- **Onboard Charger** – No need to keep track of your charger, it's onboard and ready to be connected to any standard power outlet anytime, anywhere.
- **Reduced Weight** – The GTX Lithium is 26% lighter than a traditional electric vehicle and offers an additional 3 inches (7.6 cm) of ground clearance, making it nimble while still packing plenty of all-day power.



S P E C I F I C A T I O N S

	Workman GTX (EFI Gas)	Workman GTX (Lead Acid)	Workman GTX (Lithium-Ion)
ENGINE/MOTOR	Kohler® 429 cc	48-volt brushless AC induction drive	48-volt brushless AC induction drive
FUEL/POWER	Gas	Eight Trojan® advanced deep cycle 6-volt batteries	Four lithium-Ion batteries. 48V nominal
VEHICLE CAPACITY	1,200 lbs (544 kg)*	1,200 lbs (544 kg)*	1,200 lbs (544 kg)*
TOWING CAPACITY	1,500 lbs (680 kg)	1,500 lbs (680 kg)	1,500 lbs (680 kg)
VEHICLE WIDTH	47.1 (119.6 cm)	47.1 (119.6 cm)	47.1 (119.6 cm)
VEHICLE LENGTH	2-Seat w/Bed 119" (302.2 cm), 4-Seat w/Bed 144" (365.7 cm), 2-Seat w/6' Flat Bed 156" (396.2 cm)	2-Seat w/Bed 119" (302.2 cm), 4-Seat w/Bed 144" (365.7 cm), 2-Seat w/6' Flat Bed 156" (396.2 cm)	2-Seat w/Bed 119" (302.2 cm), 4-Seat w/Bed 144" (365.7 cm), 2-Seat w/6' Flat Bed 156" (396.2 cm)

See Commercial Equipment Guide for complete specifications. *2-seat model with bed.

Workman® MDX & HD Utility Vehicles



Workman MDX & HD Series Utility Vehicles

Get more work done with the hardest working mid- and heavy-duty utility vehicles on the market today. Toro Workman utility vehicles deliver exceptional power, payload, versatility and reliability. Improve your return on investment through the strength and durability of the Workman.

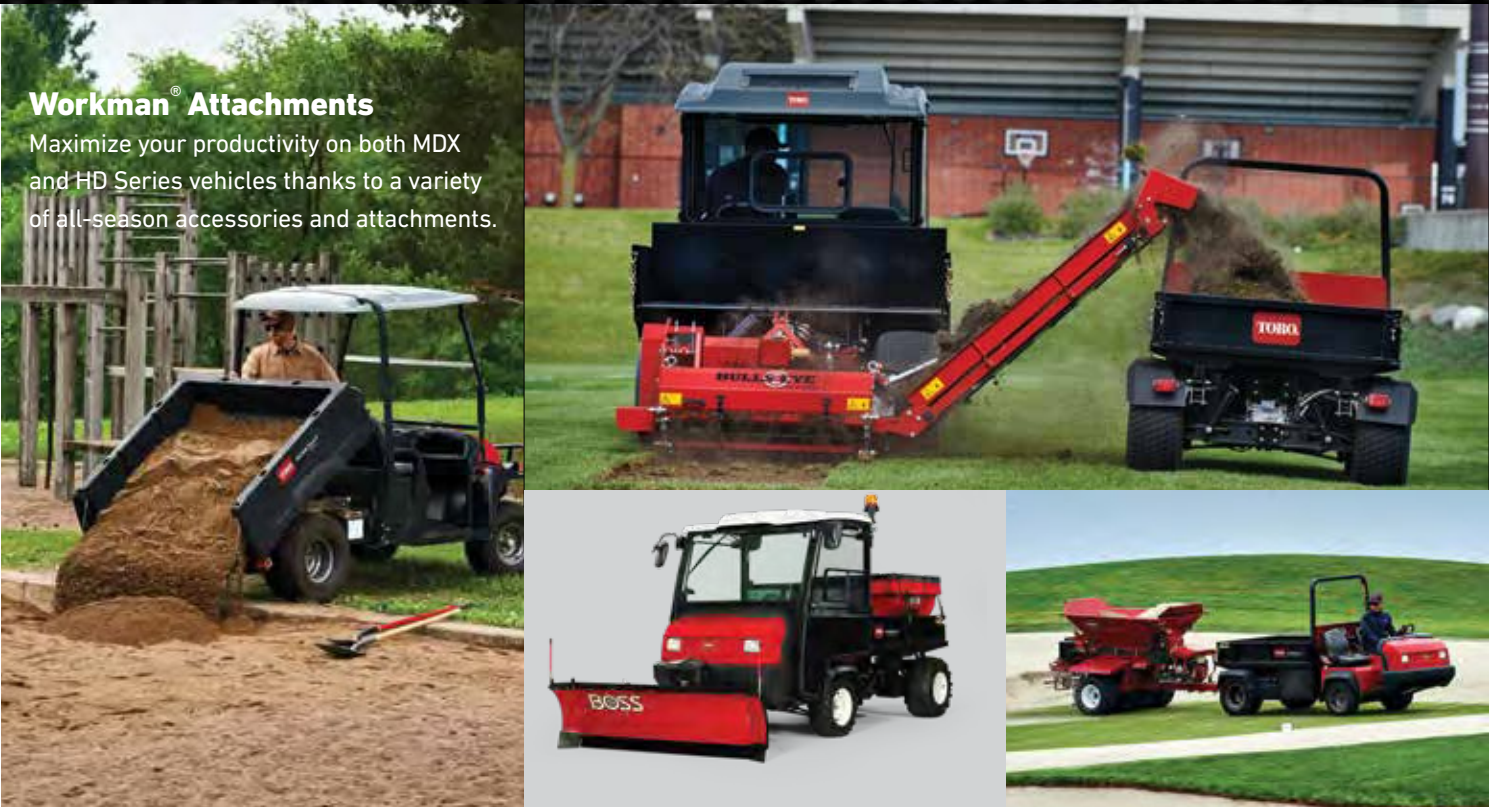
T O R O I N N O V A T I O N



HD Series DeDion Rear Axle – The DeDion rear axle design is an automotive technology that isolates the engine, transmission and main frame from all load forces. This eliminates stress to those components, giving the operator better peace of mind when hauling heavier workloads. The I-beam design provides superior ability to handle vertical loading, which is exactly the reason I-beams are used extensively in the construction industry.

Workman® Attachments

Maximize your productivity on both MDX and HD Series vehicles thanks to a variety of all-season accessories and attachments.



Visit [toro.com](https://www.toro.com) or call your local distributor for a full list of available accessories and attachments.



Workman MDX

Achieve enhanced productivity and experience optimum operator comfort with Superior Ride Quality (SRQ™) and the highest total carrying capacity in its class of turf utility vehicles. Available in both gas and diesel models.



Workman HD Series – 2WD & 4WD

Unmatched work capability with up to 3,249 lbs (1477 kg) total carrying capacity and 3,500 lbs (1587 kg) towing** provide you the ability to complete your most demanding jobs.

S P E C I F I C A T I O N S

	Workman MDX	Workman HD Series
ENGINE	Briggs & Stratton® Vanguard® 480 cc, Kubota® 600 cc)	Kohler® 23 hp (17.2 kW), Kubota® 23.3 hp (18.5 kW), Kubota® 32.5 hp (24.2 kW)
FUEL	Diesel or Gas	Diesel or Gas
TOTAL CAPACITY	1,650 lbs (750 kg)	Up to 3,249 lbs (1477 kg)
TOWING CAPACITY	1,200 lbs (545 kg)*	3,500 lbs (1587 kg)**
VEHICLE WIDTH	61.2" (155.4 cm)	64.7" (164.3 cm)
VEHICLE LENGTH	121.1" (307.5 cm)	130" (330.2 cm)

See Commercial Equipment Guide for complete specifications.
*With heavy-duty hitch. **With trailer brake.



Do More

All-Purpose Utility, Turf-Friendly Platform

The Outcross 9060 is an invaluable tool in the long-standing battle Grounds Managers face to do more with less. This machine is a time-saving, easy-to-use, multi-purpose, turf-friendly workhorse that brings year-round flexibility, consistency and productivity to turf maintenance operations. Get ready to do more. Its balanced design, four-wheel steer and four-wheel drive make it extremely gentle on turf, while the Outcross’s three-point hitch, drawbar and front loader keep it busy year-round. Mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, topdress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chip wood and much more. Intuitive automotive-style controls and one-time parameter setup keeps even complex operations simple and efficient.

T O R O I N N O V A T I O N



Intuitive Controls – Operation is simple, which gives invaluable piece of mind and flexibility to the operation-critical tasks that keep Turf Managers up at night. The hydrostatic drive, shuttle shifting and single-touch paddle control of all operating parameters eliminates the complexity associated with agricultural tractor use.



Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Outcross® 9060 Features

- **Turf-friendliness** – The Outcross 9060’s unique electronically controlled four-wheel steer and four-wheel drive system provide turf friendliness and maneuverability. Each wheel turns and spins independently for gentle turning and superior traction. Outcross’s balanced design removes the need for front counterweights, making it significantly more delicate on turf than an agricultural tractor.
- **Consistency** – Set up and save the parameters for each attachment – one time, up front – to ensure the machine performs exactly to your specifications. Store settings for up to 16 attachments for ease of use and consistent performance.
- **Versatility** – With three-point, drawbar, cargo bed and loader capabilities, the opportunities to maximize this investment are nearly endless. The Outcross 9060 does the work of multiple machines in one compact package. Put your investment to work every day and receive consistency, efficiency and reliability in return.
- **Control** – Operation is simple and intuitive, with a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with an agricultural tractor. Cruise control, shuttle shifting, a passenger seat and one-action controls add to the ease-of-use and efficiency.
- **New Standard Equipment** – Every Outcross now includes a beacon light, horn, ROPS-mounted work lights and increased towing capability. Additionally, both loader models include a front grill brush guard.



All-Season Cab with Loader



Canopy with Standard Bed



Canopy with Cargo Bed



Standard Bed, 1,000 lbs (453.6 kg) capacity



Optional Cargo Bed, 4,500 lbs (2041 kg) capacity

S P E C I F I C A T I O N S



Improved Towing Capabilities – A slightly revised drivetrain improves the heavy load towing capabilities of the Outcross; same max capacity, but with improved performance.

Outcross 9060	
ENGINE	59 hp (44 kW) turbo-charged, liquid-cooled
FUEL	Diesel
VEHICLE CAPACITY	up to 4,500 lbs (2,041 kg)*
TOWING CAPACITY	up to 16,000 lbs (7,257 kg)**
LOADER LIFT CAPACITY	2,200 lbs (998 kg) Lift height: 107" (272 cm)

See Commercial Equipment Guide for complete specifications.
*With cargo bed installed. ** Trailer weight, when equipped with trailer brakes.

Field Pro™ 6040 Infield Goomer



Major League Results on Your Home Field

Create ballfields that fans and players love with the Toro Field Pro 6040. This workhorse features efficient operation with the innovative MultiTool™, ergonomic operator comfort and incredible versatility in attachment options. The dedicated platform produces a consistent, superior infield playing surface regardless of starting conditions. Precision engineering means precise results. With the Field Pro 6040, it's game on.

T O R O I N N O V A T I O N



Field Pro 6040 Laser Grading Kit – Designed for precisely grading to a 1/8" (3 cm) accuracy, the laser receiver continually actuates the box blade to desired settings ensuring extremely consistent, smooth surface with proper slope profile for drainage and play. Combined with the rigid frame and commercial-strength hydraulics, the laser leveling system enables any operator to achieve repeatable, all-star grading regardless of starting conditions.



Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Field Pro™ 6040 Features



COMMERCIAL-GRADE CONSTRUCTION
The rugged chassis and commercial-grade components, produce major league playing surfaces for your home field.



LASER LEVEL CAPABILITY
An optional Laser Level Receiver System is able to be mounted to the Field Pro 6040 providing precise leveling and grade for optimal playing conditions.



EASY OPERATION
The Field Pro 6040 provides an ergonomic operator platform combined with intuitive controls and clear sight lines for all-day comfort.



MULTITOOL™
Combines the MultiTool Box Grader and MultiTool Adjustable Carrier to provide multiple options for varying field conditions.



QUICK ATTACH SYSTEM™ (QAS)
Add optional rear attachments in seconds – cocoa dragmat, nail drag, steel dragmat, tooth rake, spring rake and much more.



MULTITOOL ADJUSTABLE CARRIER
Comes standard with Spring and Solid Tine Toolbars that are hydraulically controlled for both depth and angle. Optional carbide and weeder tines available.



MULTITOOL BOX GRADER
High-strength steel construction with changeable wear edge and adjustable grader angle. Can be fitted with an optional attachments such as a Field Edger, Box Blade Extensions and Planer Blade kit.

S P E C I F I C A T I O N S

	Field Pro 6040
ENGINE	Kohler® 25hp (18.6 kW)
FUEL	Gas
GROUND SPEED	Forward: 0-10mph
WIDTH	67.8" (172 cm)
HEIGHT	50.7" (134 cm)

Sand Pro® Infield Groomers



Sand Pro Infield Groomers

It's time to demand more from your ball field groomer. With the exclusive Quick Attach System (QAS™) offering tool-free, quick attachment change outs and over 20 useful attachments, the Sand Pro 3040 and 5040 are versatile utility vehicles with many uses on and off the playing field. The Sand Pro 5040's front QAS provides added flexibility and steerable front attachments for precision. The Toro Sand Pro keeps your ball fields in tournament condition every day.



Sand Pro 5040

With an exclusive front and rear QAS, a powerful 18 hp (13.4 kW) Vanguard® engine and over 20 available attachments, you'll do more with the Sand Pro 5040 than you ever thought possible. The front and rear QAS lets you change most attachments in under a minute and gives you more options in the field and beyond.



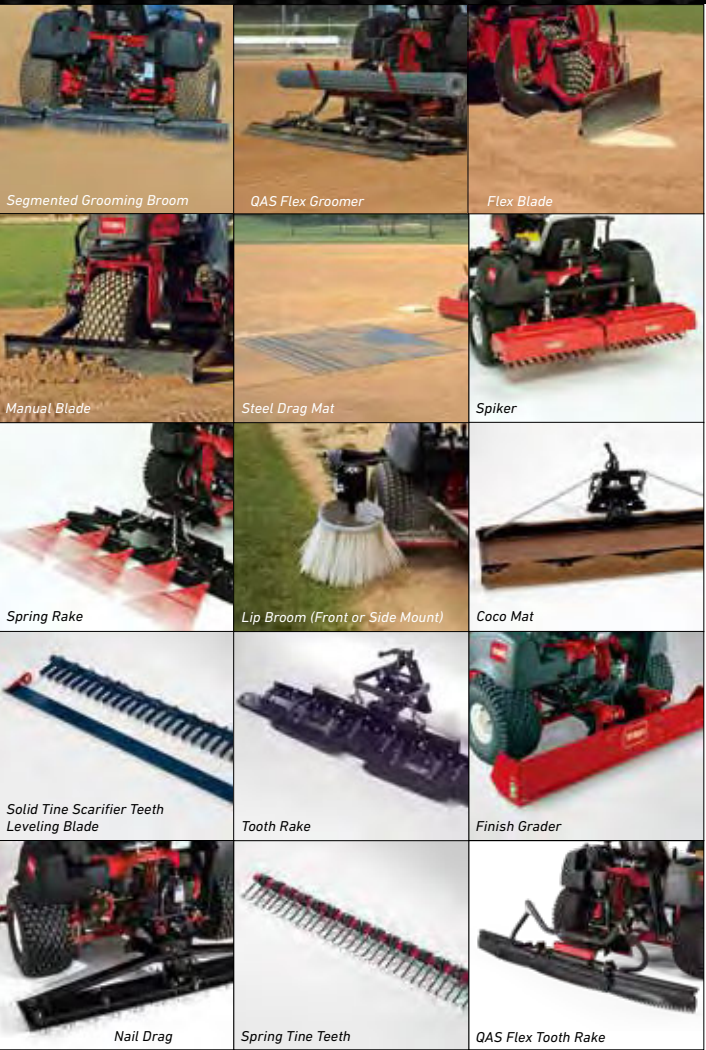
Sand Pro 3040

The Sand Pro 3040 is a versatile maintenance machine that not only does an exceptional job grooming surfaces, but also can be converted to perform other critical maintenance tasks. The exclusive rear QAS allows for under-a-minute attachment changes for over 20 attachments.



Sand Pro 2040Z

The Sand Pro 2040Z is a unique zero-turn mechanical ball field groomer that delivers unmatched maneuverability and productivity. The exclusive nail drag/flex groomer with "Lift in Turn" feature, makes the inside flex tooth rake section lift in a tight turn preventing teardrop formation, leaving a uniform ball field surface.



Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Sand Pro Attachments for Any Job

The Sand Pro features innovations that elevate the overall versatility and reliability of these sports field management machines. The Quick Attach System (QAS) allows operators, in less than a minute, to switch from over 20 different attachments – without the use of any tools.



QAS Flex Groomer & AutoMat Steel Drag Mat
The innovative QAS Flex Groomer and AutoMat attachments turn your Sand Pro 3040/5040 into a productivity powerhouse. The QAS Flex Groomer mounts to our Nail Drag to provide scarification and smoothing in one pass. The AutoMat Steel Drag Mat automatically raises and lowers with the Nail Drag, rather than requiring the operator to manually stow the drag mat in between ball fields.

The Perfect Combo for Crisp Edging and Cleanup!



Sports Field Edger
Toro's sports field edger significantly reduces labor in maintaining the grass edge of the outfield near the infield skin or warning track. This improves the playability and safety of the ball field.



Lip Broom*
The Lip Broom attachment keeps your skinned areas looking sharp by removing ridge buildup and sweeping material back into the infield.

*Available from Rahn® Industries at www.rahnindustries.com or 1-800-298-1707.

T O R O I N N O V A T I O N

S P E C I F I C A T I O N S



The need for a more versatile infield groomer led to the development of the exclusive Toro Quick Attach System. QAS turns what was once a lengthy, tedious procedure into a quick change that any member of your maintenance crew can master in seconds. In most cases, changing attachments takes less than a minute.

	Sand Pro 2040Z	Sand Pro 3040	Sand Pro 5040
ENGINE	12.2 hp (9.1 kW)	16 hp (11.9 kW)	18 hp (13.4 kW)
TRACTION DRIVE	2WD	3WD	3WD
GROUND SPEED	0-12 mph (0-19.3 km/h)	0-10 mph (16 km/h)	0-10 mph (16 km/h)
WHEEL BASE	58.0 in (147 cm)	42.75" (108 cm)	42.75" (108 cm)
ATTACHMENTS	2	Over 20	Over 20
QAS (Quick Attach System)	N/A	Rear QAS Standard	Rear QAS Standard; Optional Front QAS

See Commercial Equipment Guide for complete specifications.

ProCore® Aeration Solutions

ProCore Aerators

Literally ground-breaking technology available for manicured facilities, sport fields and fairways.



ProCore SR Series Deep-Tine Aerators

ProCore SR Series deep-tine aerators alleviate subsurface soil compaction, helping to create an environment for turf to thrive. These durable and time-tested products are capable of withstanding the most extreme aeration conditions.



TITAN® Tines

Aeration keeps your turf looking great. It's important to aerate often, especially when it comes to high traffic areas, and with TITAN Tines you'll know you have the best equipment to meet all of your aeration needs. Visit toro.com or call your local distributor for a full list of available tines.

Aeration	PC 648s	PC 864	PC 1298	686/687
POWER SUPPLY	23 hp (17.1 kW) engine	30 hp (22.4 kW) tractor	45 hp (33.5 kW) tractor	30 hp (22.4 kW) tractor
WORKING SPEED	0.5-2.1 mph (0.8-3.3 km/h)	0-2.6 mph (0-4.2 km/h)	0-2.6 mph (0-4.2 km/h)	0-2.6 mph (0-4.2 km/h)
AERATING WIDTH	48" (121 cm)	64" (162.6 cm)	98" (249 cm)	78" (198 cm)
AERATING DEPTH	Up to 4.5" (11.3 cm)	Up to 5" (12.7 cm)	Up to 5" (12.7 cm)	Up to 5" (12.7 cm)

See Commercial Equipment Guide for complete specifications.



ProCore 648s

Revised controls improve ergonomics and allow single-handed operation. Hole spacing and true tine depth are now set and saved in the InfoCenter. The onboard controller is continuously monitoring key operating parameters to improve after aeration turf condition and allow the operator to easily target coring head drop and raise. A tighter turning radius with reduced wheel scrubbing gives the ability to easily increase speed during turns.



ProCore 864/1298

Smooth operation combined with incredible 64 or 98-inch (1.95 or 2.98 meter) aeration widths maximizes productivity. Independent articulating coring heads on the 1298 provide superior ground following and consistent hole depth.



Toro Aerators 686/687

Turf Aerators 686 and 687 are an efficient and effective way to aerate large turf areas. Designed with 70-pound (31.75 kg) cast wheels and a unique floating head design, these aerators give excellent depth and ground following capabilities.

Multi Pro® Sprayers

Multi Pro WM 200-Gallon Sprayer Accessory

The Multi Pro WM Sprayer for Toro's Workman® HD or HDX utility vehicle leverages the advanced spray system capability of Toro's dedicated sprayers, and combines this functionality with cutting-edge and intuitive sprayer controls to create one of the most advanced, efficient and accurate 200-gallon (757 liter) sprayers on the market.



Convert from sprayer back to cargo bed in as little as 20 minutes.

Visit toro.com or call your local distributor for a full list of available accessories and attachments.



Multi Pro 1750 – 175-Gallon Dedicated Sprayer

This popular sprayer uses an advanced, high performance spray system design. Cutting-edge sprayer controls and productive vehicle features create one of the most efficient and accurate 175-gallon (662 liter) sprayer on the market. From aggressive agitation, faster rate response, consistent and accurate application rates, and intuitive rate set up, to precise vehicle control, this sprayer has it all.



Multi Pro 5800



Multi Pro 5800 with GeoLink® GPS System

Multi Pro 5800 – 300-Gallon Dedicated Sprayer

Leading sprayer technology, proven reliability and innovative accessories provide many performance and operational advancements. Every aspect of the spray system has been engineered to deliver unsurpassed spray accuracy, aggressive agitation and faster response time. Consistently delivers desired spray rates and coverage in even the most demanding environments.

Multi Pro 5800/1750 with GeoLink® GPS Technology

This smart system knows your precise location. By automatically turning individual nozzles on and off, overlaps and skips are virtually eliminated, saving up to 14% in chemical costs.* Map out your application area once, and the data will be saved for future applications.**

SPECIFICATIONS

	Multi Pro WM	Multi Pro 1750	Multi Pro 5800
ENGINE	Workman HD Utility Vehicle Accessory	25 hp (18.6 kW) Gas	50 hp (37.3 kW) Gas
SPRAYER TANK	200 gallons (757 liters)	175 gallons (662 liters)	300 gallons (1,135 liters)
BOOM	18.5' (5.6 m) or optional 20.5' (6.25 m), 3-section	18.5' (5.6 m) or optional 20.5' (6.25 m), 3-section	20.5' (6.25 m), 3-section

*Based on test results. **Contact your Toro Distributor for details, may require subscription with optional monthly service fee. See Commercial Equipment Guide for complete specifications.

Toro Topdressers



Topdresser 1800
The Topdresser 1800 has an 18-cubic-foot (509 liter) capacity and mounts to a Toro® Workman® or other heavy-duty utility vehicle. It delivers precise, productive performance at up to 8 mph (12.8 km/h) topdressing speed. A remote on-off application lever allows precise control/placement from the comfort of the operator’s compartment.



Topdresser 2500
The Toro Topdresser 2500 is a ground-driven unit towed by a Toro Workman and is equipped for maximum performance and power. Because all the wheels drive the conveyor belt and brush, you are ensured a consistent application rate on uneven terrain while the 25-cubic-foot (708 liter) capacity and 8 mph (12.8 km/h) topdressing speed will tackle the toughest topdressing jobs.



ProPass™ 200
The ProPass 200 ensures a consistent spread pattern and application rate with a patented “drop zone” adjustment system. Just slide the twin spinner assembly to adjust your pattern and you can be sure your turf is getting the optimum treatment.



MH-400
The MH-400 is ideal for topdressing large areas, applying mulch and crumb rubber, and transporting a variety of materials. The efficiency of the Toro MH-400 reduces labor, saves time and cuts operating costs, making it an integral part of any maintenance program.

Debris Management



Pro Force® – Turf and Street-Legal Models Available, D.O.T. Certified
This self-contained engine-driven debris blower can be towed behind any utility vehicle and is also available in a street-legal model. It utilizes a high-efficiency turbine to deliver industry-leading air power through a single nozzle to clear turf or pavement of leaves, twigs, pine needles, grass clippings or other debris.



Groundsmaster® 3300-D ProForce® Attachment
Quick attachement system (QAS) allows you to effciently front-mount the ProForce Blower to your Toro Groundsmaster mower, and 245 degrees of rotation allows for a wide spread of debris blowing.



Rake-O-Vac®
Flex Tip Reel – The spring-loaded design gives the nylon fingers an extra kick that sweeps the ground clean, even in wet conditions. Nothing picks turf clean of pine needles and other hard to gather debris like the flex tip reel.



Versa-Vac™
Use the proven rubber finger deck for effective sweeping, then switch to the combination deck and start verticutting for overseeding, core pulverization or dethatching.



Pro Sweep®
Faster than traditional methods of collecting aeration cores and other organic debris. Brush height adjustment accommodates a variety of turf conditions.

SPECIFICATIONS

	Topdresser 1800	Topdresser 2500
HOPPER CAPACITY	18 cu. ft. (502 liter)	25 cu. ft. (698 liter)
SPREADING WIDTH	60" (152 cm)	60" (152 cm)
APPLICATION SPEED	Up to 8 mph (12.8 km/h)	Up to 8 mph (12.8 km/h)
HEIGHT	43" (109 cm)	43" (109 cm)
LENGTH	52" (132 cm)	97.5" (248 cm)
WIDTH	72.5" (184 cm)	72.5" (184 cm)

See Commercial Equipment Guide for complete specifications.

	ProPass 200	MH-400
HOPPER CAPACITY	21 cubic feet (594.6 liter)	4 cubic yards (3.06 cubic meters)
CONTROLS	Standard or Electronic Wireless	Standard or Electronic Wireless
HYDRAULIC REQUIREMENTS	Minimum 6 GPM (22.7 L/min) @ 2,000 PSI	Minimum 10 GPM (37.8 L/min) @ 2,000 PSI

SPECIFICATIONS

	Pro Force
OPERATION HEIGHT	Adjustable, 4.5" to 8.5" off the ground
NOZZLE ROTATION	245 degrees

	Rake-O-Vac	Versa-Vac	Pro Sweep
POWER SUPPLY	23 hp (17.15 kW) engine, tow required	35 hp (26 kW) tractor PTO	8 gpm (30.3 L/min) hydraulic flow*
SWEEP WIDTH	61" (155 cm)	78" (198 cm)	52" (132 cm)
HOPPER CAP.	4.75 cubic yards (3.63 cubic meters)	6.5 cubic yards (5 cubic meters)	25 cubic feet (708 liter)

*Workman vehicles require the high-flow hydraulics kit. See Commercial Equipment Guide for complete specifications.

RotaQuake™ 630

The Bullseye RotaQuake 630 is an aerator that decompacts the soil using a set of rotating steel blades. As these blades cut cleanly through the soil, they create a wave action that shatters compacted areas and opens up the subsoil. The RotaQuake can work at depths up to 10" (25.4 cm) with minimal to no surface disruption to keep your turf ready for play. The rear roller smooths surface behind rotating blades and the integrated legs make unhooking and storage easy.



RapidSeed™ 430/590

The Bullseye RapidSeed 430 and 590 are ideal where economy and random seed dispersement are important. Both RapidSeed overseeding machines offer the same accurate means to produce thousands of holes, deliver the seed and brush in, all with a single machine. Available in two widths, there is a unit for tighter, more undulating areas or larger areas. The spikes are conical-shaped, so more seed actually drops into the holes. The seeds drop when the side wheel turns, so there is no spillage of seed when the machine is not in operation. An optional replacement rear spiked roller can be added to double the number of holes per pass. The optional hydraulic lift wheel kit allows the seeder to be towed behind even a Workman® HDX and provides improved ground-following ability.



AccuraSeed™ 620

The AccuraSeed 620 plants grass seed directly into the ground, providing outstanding seed-to-soil contact and unmatched germination. The simple yet effective twin discs open a slit for seed placement allowing for multiple passes without disrupting dormant or winter damaged surfaces. The large capacity hopper with windows to monitor seed level allows for less frequent refills, resulting in greater productivity. A proven seed size adjustment and metering design allows the machine to provide an infinite range of seeding rates with all seed types, from very large to the very smallest of seed varieties.



NuSurface™ 470/790

The Bullseye NuSurface 470 and 790 are used to fraise mow, flail mow, level, de-thatch and renovate turf areas, as well as harvest sprigs. These products are ideal for use on golf courses and are quickly becoming the go-to grass removal tool for fast and efficient resurfacing projects. It's rotary action removes material and transfers it onto a conveyor system for disposal, leaving behind a smooth surface, immediately ready for sod or seeding. These machines are highly productive and can be adjusted in small increments for the desired level of aggressiveness. Rather than swapping out the entire blade mount rotor to change mowing operations, a cost effective optional verti-cut blade set is easily installed to replace the standard fraise/flail mowing blade set.



QuickGroom™ 550

The Bullseye QuickGroom 550 is a towable grooming machine designed to work on natural turf. Its two round counter-rotating brushes effectively brush topdressing into aeration holes. The QuickGroom 550 is an excellent tool for standing up matted turf on a golf green to help provide a more consistent cut – resulting in a superior putting surface. This simple device can be towed by any utility vehicle, has quick and easy adjustments, and has its drive components protected inside the durable frame.



QuickGroom™ 710

The Bullseye QuickGroom 710 is designed to groom, and evenly incorporate topdressing material quickly and efficiently. The combination of angled and straight brushes both move materials side to side and leave a smooth, finished surface. Optional adjustable depth spring tines can be used to lightly de-thatch natural grass. An optional electric lift wheel kit expands your tow vehicle options to include even the GTX line of utility vehicles. Manually folding side wings can be added, converting the groomer to over 13' (4 meters) wide, increasing productivity for fairways and any other large turf areas.



QuickGroom™ 700

For brushing and striping of natural turf, nothing beats the proven Bullseye QuickGroom 700. The highly-effective triangular arrangement of the brushes will redistribute topdressing material side to side while standing up and grooming each grass blade for an attractive finish. Long-wearing poly-bristles quickly and efficiently brush topdressing to an even and level finish.



FieldClean™ 580

Regular cleaning of synthetic turf is necessary to keep playing surfaces draining properly, in optimal playing condition and maximize their useful life. The Bullseye FieldClean 580 utilizes a row of spring tines that first loosen infill materials, embedded debris, hair and other fine materials up to a depth of 1" (2.5 cm). A highly effective, counter-rotating synthetic brush then lifts the debris and top layer of infill material from the turf and onto the adjustable angle vibrating sieve, allowing infill material to return to the field surface while debris, dust and hair are collected. The rear brush re-incorporates the infill material and leaves a freshly groomed surface.



QuickGroom™ 550

The Bullseye QuickGroom 550 is a towable grooming machine designed to work on both natural and synthetic turf. Its two round counter-rotating brushes effectively brush topdressing into aeration holes or redistribute infill on a synthetic turf field. This simple device can be towed by any utility vehicle, has quick and easy adjustments, and has its drive components protected inside the durable frame.

FieldFill™ 660

The Bullseye FieldFill 660 is designed to quickly work even the heaviest amounts of infill materials into the field surface. It can also be used to lightly decompact existing infill material and rejuvenate and groom an older synthetic turf sports field. The 660 is equipped with five hydraulically powered and adjustable speed rotating brushes which loosen, decompact and incorporate infill. The two straight brushes serve to smooth the infill and groom the surface for great results in a single pass. Based on operating speed and working width, this machine is highly productive – helping to get your job completed quickly.



FieldCombo™ 770

To brush, loosen and decompact the hardest infill, the Bullseye FieldCombo 770 is equipped with a variety of customizable tools to meet your needs. Two rows of steel spring tines gently lift and break up compacted areas while effectively mixing and softening any infill material. Used separately with spring tines raised, or in combination, the rear poly-brushes straighten and lift the turf fibers leaving them plush and upright for an improved playing surface and an exceptional field appearance. An optional magnet adds to its functionality and quickly installed drawbar kit allows even more tow vehicle options.



QuickGroom™ 710

The Bullseye QuickGroom 710 is designed to groom, and evenly incorporate topdressing and infill materials on natural or synthetic turf quickly and efficiently. The combination of angled and straight brushes both move materials side to side and leave a smooth, finished surface. Optional adjustable depth spring tines can be used to lightly dethatch natural grass or decompact synthetic turf and the optional magnet will help remove magnetic objects from your playing surface. Manually folding side wings can be added, converting the groomer to over 13' (4 meters) wide, increasing productivity for large turf areas such as fairways or football fields.



FieldSweep™ 660

The Bullseye FieldSweep 660 is a ground-driven surface debris removal and grooming tool designed primarily for synthetic turf fields. The counter rotating paddle style brushes on the FieldSweep 660 lift surface debris and infill material to be separated on the shaking sieve. The infill is returned to the surface and brushed in while the unwanted debris continues across the sieve to the easily removable collection bins on the rear of the unit. The tine section aids in decompaction while the rear brush grooms the field surface to leave a clean, smooth and aesthetically pleasing finish. Optional accessories allow customization for different types of infill material and any tow vehicle.

FieldMagnet™ 600

The Bullseye FieldMagnet 600 is a heavy-duty magnetic sweeper that is designed with a robust inner-steel structure providing durability and also attaining the highest power available from this type of tow-behind magnet. The FieldMagnet is manufactured using high-grade, ceramic-8A magnet material for long-lasting, superior performance. Features include heavy-duty grooved tires, permanently lubricated wheel bearings, a 48" (122 cm) tow-bar, and quick-clean trays. Our exclusive magnetic circuitry has exceptional power, and this machine has an extremely durable aluminum outerhousing designed for years of use.



QuickGroom™ 700

For brushing and striping of natural turf, nothing beats the proven Bullseye QuickGroom 700. The highly effective triangular arrangement of the brushes will redistribute topdressing material side to side while standing up and grooming each grass blade for an attractive finish. Long-wearing poly-bristles quickly and efficiently brush topdressing to an even and level finish.





Irrigation Solutions Designed to Meet Natural or Synthetic Turf Management Needs

Every field, sports complex and recreation facility is unique. With the industry’s largest selection of medium to large area sprinklers and rotors, Toro® has a breadth of products with unique features to help you design a system that meets your natural or synthetic turf objectives.

Turf Guard® Wireless Soil Monitoring System

Toro® Turf Guard Wireless Soil Monitoring System helps you improve your turf, soil and water efficiency. The Turf Guard system is a revolutionary technology that lets you know what’s going on beneath the surface of your sportsfield so you can make timely, more informed adjustments. Turf Guard uses small, dual-layer sensors buried under strategic areas of your field. Once in the ground, each sensor accurately measures moisture, temperature and salinity levels of your soil at two depths, in real time.



DXi™ Central Control

Toro’s new DXi Central Control satellite is loaded with features to make precise water management more convenient and flexible. It also supports both Rain Master® Laguna™ or Toro Sentinel® software in a single controller platform.



P-220/220 Series Valves

These heavy-duty glass-filled nylon or brass valves are specially designed for commercial applications with pressures up to 220 psi. Plastic models available with optional “scrubber” feature.



640 Series Sprinklers

Considered the most durable, heavy-duty commercial sprinkler available, the 640 Series is the traditional, proven veteran for athletic fields and other large commercial applications.



TS170 Series

Long radius rotors are the optimal solution for cooling and washing large synthetic turf fields. Capable of achieving a throw of 177 feet, TS170 rotors can be installed along the perimeter of the playing surface to help preserve player safety and maintain field aesthetics.



TS120 Series Impact Sprinklers

TS120 Series Impact Sprinklers are capable of long range throws up to 125 feet, making them well suited to meet the needs of both synthetic and natural turf sports fields. The TS120 can be configured with a factory-installed TurfCup™ to seamlessly blend the sprinkler into natural turf surfaces and preserve aesthetics. A wide assortment of low-maintenance, nozzle options and heavy-duty construction, help to preserve playability, turf health and optimum water use.



TS90 Series Sprinklers

Ideal for large open spaces, like soccer fields and training grounds, TS90 Series rotors feature TruJectory™ angle adjustment of 7° to 30,° back nozzle capability and a ratcheting riser. TS90 rotors are available with TurfCup™, an over-the-cap feature that allows seamless integration of the rotor into the playing surface to enhance player safety, surface functionality and field aesthetics.



T7 Series Sprinklers

T7 Series rotors are built to meet the needs of professional or municipal sports fields. Available with a stainless-steel riser, the T7 rotor features high-efficiency and low-flow nozzle options, an arc adjustment indicator on top for simple installation and service, and Smart Arc™ Memory.



T O R O I N N O V A T I O N



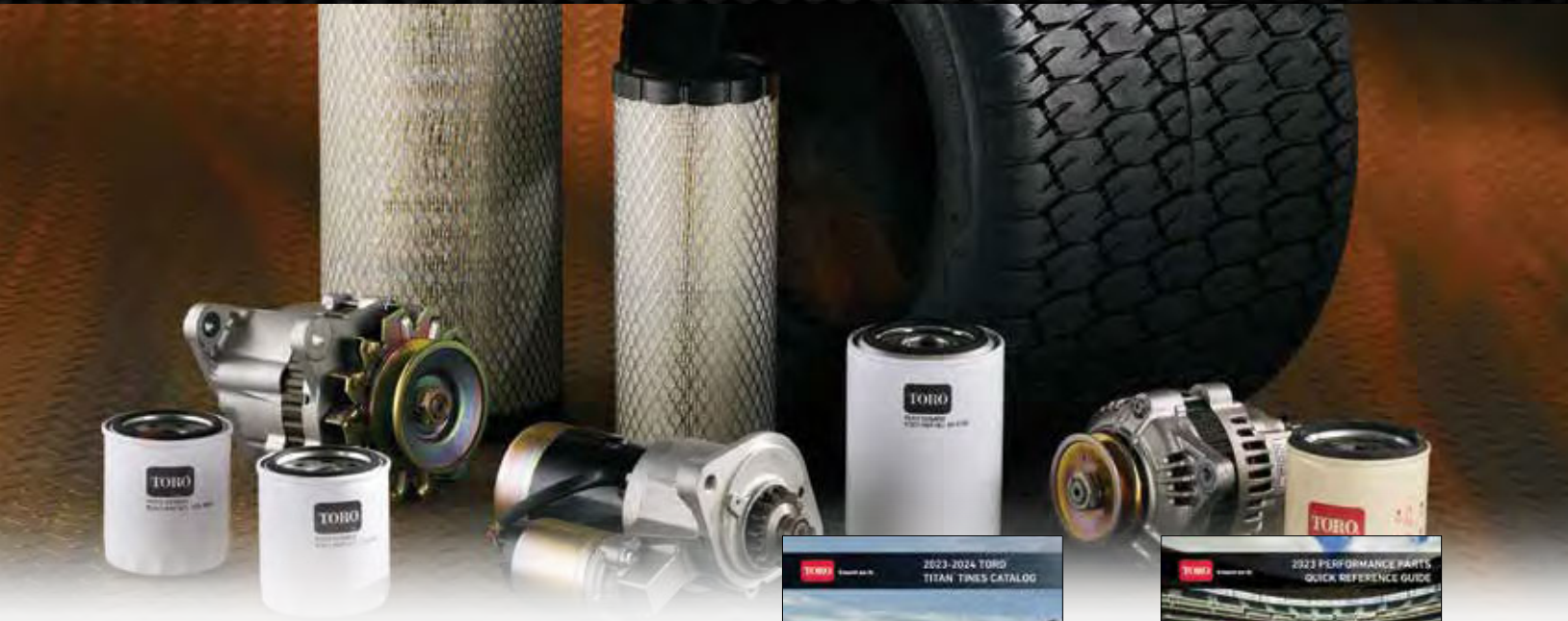
Enhanced software allows for many upgrades including web-based control, expanded two-wire decoder systems, customized alerts and emails, Turf Guard wireless moisture-sensing views and Precision™ ET integration.

S P E C I F I C A T I O N S

	640 Series	T7 Series	TS90	TS120 Series	TS170 Series	P2 Series
Radius	47'-67' (14.3-20.4 m)	46'-75' (14-23 m)	53'-95' (16.2-29 m)	62'-125' (18.8-38.1 m)	111'-177' (33.8-53.9 m)	105'-180' (32-54.9 m)
Inlet Size	1" (2.5 cm)	1" (2.5 cm)	1" (2.5 cm)	1.5" (3.8 cm)	2" (5 cm)	2.5" (6.4 cm)
Flow Range	6.0-25 GPM (27.3-113.6 L/min)	6.6-30.6 GPM (30-139.1 L/min)	14-61.5 GPM (63.6-280 L/min)	20-121 GPM (90.9-550 L/min)	113-303 GPM (513.7-1377 L/min)	70-267 GPM (318-1213.8 L/min)
Operating Pressure	40-100 PSI (2.75-6.9 bars)	86-117 PSI (5.93-8.06 bars)	40-100 PSI (2.75-6.9 bars)	45-120 PSI (3.1-8.3 bars)	60-145 PSI (4.14-10 bars)	60-115 PSI (4.14-7.9 bars)

See Residential and Commercial Irrigation Products Catalog for complete specifications, pages 56 to 73.

Genuine Toro Parts



Genuine Toro Quality

- **Industry-Leading Fill Rates** – Local distributor, supported by Toro’s parts network offers the parts you need when you need them.
- **Parts Availability** – Most local distributors deliver parts within 1–2 days. Toro backs this promise with 48-hour delivery support option.
- **OEM Quality** – Toro genuine service parts are the same parts used on the original piece of equipment, ensuring maximum performance with less downtime.
- **Unparalleled Customer Service** – Count on dedicated support for your Toro parts needs.
- **Peace of Mind** – With Toro genuine parts, you get the right part with the correct specifications. There’s no need to wonder if the part will work.



Toro®Titan® Tines Catalog

- Over 150 tines in a wide variety of styles and sizes, providing multiple aeration choices
- Coring and solid tines in standard and deep lengths to meet your exact aeration requirements
- Organized by aerator and mount size for easy selection



Toro® Performance Parts

- Competitive pricing on parts you use every day
- Full line of filter MVP maintenance kits
- Quick and easy to use reference guide:
 - Filters, belts, bearings, tires, starters and alternators



Cost-Effective Next-Day Parts Delivery Service

When you need it fast, Toro is there for you with a cost-effective delivery service. Your priority need is our priority. ASAP+ Delivers! Simply ask your distributor parts customer service for ASAP+ service the next time you have an urgent parts need!



Toro Digital Solutions

myTurf® Pro

Web-Based Asset Management

myTurf Pro is a powerful, easy-to-use software application that tracks and manages all your assets, regardless of brand. Real-time data helps you improve staff efficiency, lengthen the life of your equipment and reduce overall maintenance costs across your entire organization.



Connect.

Capture, combine and access equipment and irrigation information on a mobile-enabled, real-time, web-based platform. Track utilization data through internet-connectivity of Toro or non-Toro equipment.



Manage.

Customizable tools deliver interactive alerts, automated/proactive notifications, labor management and expense tracking, and instant access to mission critical service documentation and operational reports.



Maintain.

Order parts, schedule service activities and routine maintenance tasks, track inventory, monitor fleet health and labor expenses or generate reports that demonstrate operational excellence, 24/7.



Simplify.

There’s no other tool like it for turf professionals! myTurf Pro was designed to make your difficult job easier. It puts the optimization, efficiency and effectiveness of your operation at your fingertips.



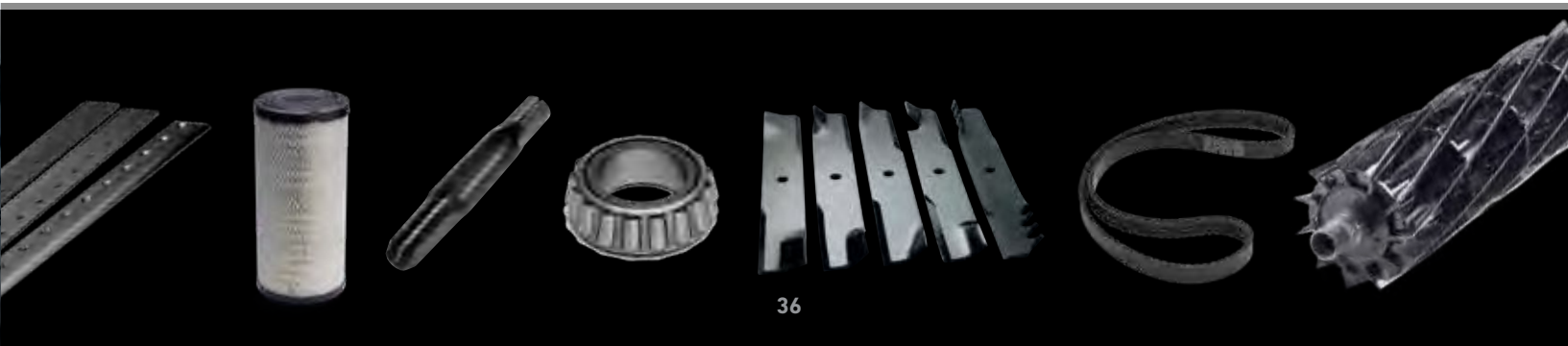
toro.com/myturfpro

Intellidash™

IntelliDash is a new cloud-based management platform that collects the information a Superintendent or Park Manager deems most important and delivers it in a dashboard that is easy to use and completely customizable. It allows users to monitor the health of their operation in one central place. Some examples of the data services initially available to view in IntelliDash include status information about weather, myTurf® Pro, Lynx®, labor, chemicals, Turf Guard® soil sensors and pump stations. Some of the information comes straight from the products and services Toro offers today. While some of the information comes from third-party applications a customer may already utilize, such as ASB taskTracker and Playbooks™ for Golf. Additional new data sources will be added to IntelliDash in the near future. Visit IntelliDash.Toro.com for more information.



toro.com/intellidash





Toro® Protection Plus™ Extended Protection Plan*

Toro Protection Plus keeps you in control of your maintenance budget by protecting you from unexpected mechanical breakdown expenses. The Plan begins immediately after your initial Toro warranty expires for seamless protection with no deductible. A tailored Toro Protection Plus program provides the length and type of coverage you prefer: choose from one-, two- or three-year comprehensive or drive-train extended protection plans. It can be bundled with your equipment financing for a regular monthly payment that helps you manage your budget. All repairs made under Toro Protection Plus are performed by qualified Toro distributor technicians using Genuine Toro Parts. Your plan will be honored by any authorized Toro service distributor in the U.S. It even provides a transportation benefit for pickup and delivery of your product. For peace of mind and budget planning, Toro Protection Plus delivers.

*Exclusions apply. Contact your Toro distributor for complete details.

toro.com/tpp



Toro® Financing

A plan makes all the difference. Financing is a tool to acquire the right equipment with the right terms to optimize your capital and operating budgets. We have a full array of financing options to accommodate your unique needs – whether you are a tax-supported or a commercial entity. We can help you match your business economic and agronomic goals with the potential financing benefits that are available. Whether choosing maintenance equipment or irrigation components for a renovation, Toro Financing has a unique plan to meet your exact goals. Your Toro representative has experience and is trained to help you look beyond simply financing one item to the next, to looking at your longer-term equipment and economic needs. It’s not a one-size-fits-all plan. Looking at the total picture will help you find the right acquisition solution for your individual needs. Please contact your local Toro distributor for complete details.



Toro® NSN®

Toro NSN is an industry-first support network designed to provide you with an absolutely reliable, round-the-clock resource for irrigation central control system trouble-shooting and operation assistance. Through a range of service options, NSN offers the hardware, software, first-year support, telephone help and central control system training you can count on to be sure your turf remains in top condition. Call 1-800-ASK-TORO for irrigation system assurance and peace of mind.



Toro® Controller Repair

Through your distributor, Controller Repair provides controller boards ready for immediate board exchange to assure that controller downtime is minimal and your turf stays protected. Our technicians are continually updating engineering specifications to provide up-to-date support when you need it most. With our unmatched distributor network, up-front pricing and product warranty supported by a toll-free Customer Support line, Toro is the choice for reliability. Visit www.toro.com/controller-repair for more information.



Toro® Training

Along with a full complement of products and services is an opportunity to visit Toro for technical training. We offer our three-day **Toro Customer Turf Technician Training Program** held at Toro’s headquarters in Minneapolis several times each year. This three-day program is designed for Golf and Sports Fields & Grounds equipment technicians, golf course superintendents, sports fields managers or anyone at a facility with turf equipment maintenance responsibility. Visit Toro.com/Support/Education and Technical Reference/Service Training Center for additional details on course content.

Toro's North American Distributor Partners











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ASSOCIATION PARTNERS



COOPERATIVE PURCHASING PARTNERS



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 @ToroGrounds

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OR VISIT US AT: **toro.com**

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Part Number 22-004-T

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. We reserve the right to improve our products and make changes in specifications, design and standard equipment without notice and without incurring obligation. See your distributor for details on all our warranties.

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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:

TORO®

Sand Pro® 3040/5040

BUNKER RAKE

F E A T U R E S

- Quick Attach System™ to change implements in seconds without tools
- Over 25 implements available
- Hydraulic power steering (5040)
- Exclusive steerable front attachments (5040)
- 16hp (11.9 kW) – 3040, 18hp (13.4 kW) – 5040 Vanguard® 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.



Sand Pro® 5040

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. Polyethylene 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: 8-10 psi (55.2-69 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.	
SOUND LEVEL	83 dB(A) at operator ear, 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 Magneton® 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.
PROFILE BLADE TOOLBAR	Primarily used for weeding bunkers. Part # 132-4427.
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.

*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.

	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.
QAS FLEX TOOTH RAKE	85" (216 cm) daily bunker groomer. Flexible rubber material will not tear liners or turf, allowing for edge grooming. Rubber groomers are reversible for longer life. Model 08757.
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.
AUTOMAT DRAG MAT	78" x 18" (198 cm x 46 cm). Steel drag mat is controlled by and works together with nail drag for single-pass scarification and finish grooming. Drag mat automatically engages the infield as the nail drag is lowered via Rear QAS. Features lock-out position when use is not required. Model 08763. Requires Nail Drag 08761. Compatible with QAS Flex Groomer 08762.
MANUAL DRAG MAT	78" x 36" (198 cm x 91.5 cm). Steel drag mat delivers exceptional finish grooming. Mat easily rolls up and stores on yolks provided. Model: 130-7852. Requires Nail Drag 08761. Compatible with QAS Flex Groomer 08762.
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 400 common nail. Model 08761.
QAS FLEX GROOMER	72" (182 cm) flexible groomer mounts to Nail Drag (08761) for single-pass infield scarification and grooming. Features lock-out position to restrict use without tools or removal. Model 08762. Requires Nail Drag 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.
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 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.
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.
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. (22.7 kg) – 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.

The Toro logo is a red rounded rectangle with the word "TORO" in white, bold, sans-serif capital letters.

Workman® HD Series

HEAVY-DUTY UTILITY VEHICLES

F E A T U R E S

- **Industry-leading hauling and towing capacity:**

- 3,249 lb (1,477kg) total capacity – HDX
- 3,244 lb (1,475kg) total capacity – HDX-D
- 3,500 lb (1,587kg) towing – all models

- **Electronic Fuel Injection Performance – HDX Models**

- Smooth, responsive driving
- Increased fuel economy over carbureted engines
- Instant cold starting
- Automatic high altitude compensation
- On-board diagnostics

- **Throttle-by-wire – HDX Models**

- Electronic throttle control connects the accelerator pedal to the throttle by wire
- Improved torque management
- Consistent speed control during applications & in varying load conditions

- **Four-wheel hydraulic disk brakes** for easier stopping and fast servicing

- **Proven ride comfort**

- Independent, double A-frame front suspension with dual coil springs and shock absorbers provides 5.75" (14.6 cm) front travel
- DeDion rear axle with dual leaf springs and shock absorbers provide 3" (7.6 cm) rear travel

- **Extreme durability**

- DeDion rear axle with I-beam design isolates and protects transmission, engine and main frame from vehicle loading
- Integrated wheel bearings provide enhanced sealing and consistent heavy load carrying capability
- Front bumper and front fenders designed to withstand incidental impacts without damage

Get more work done every day with confidence.

The Workman® HD Series is designed with your toughest work challenges in mind, from the front bumper to the rear bumper and everything in between. Design components like an I-beam-shaped DeDion rear axle, a truss-like front space frame, integrated wheel bearings and 4-wheel hydraulic disc brakes provide the highest total carrying capacity* in the industry and make the Workman ready for the toughest challenges.

toro.com/hd



Call your Toro distributor at 800-803-8676

	WORKMAN HDX, NO BED, MODEL 07383 WORKMAN HDX, W/BED, MODEL 07384 WORKMAN HDX - 4WD, MODEL 07386 WORKMAN HDX - 4WD, MODEL 07386TC	WORKMAN HDX - D MODEL 07385 WORKMAN HDX - D MODEL 07385TC WORKMAN HDX - D - 4WD, MODEL 07387 WORKMAN HDX - D - 4WD, MODEL 07387TC	WORKMAN HD, MODEL 07369
ENGINE	Kubota® 972 EFI, 32.5 hp (24.2 kW), 4-cycle, liquid-cooled, 962 cc, 3-cylinder overhead camshaft, counterbalanced gasoline engine. Governed maximum of 32.5 hp at 3600 rpm. Rear engine location direct coupled to a transaxle. 12-volt electric starter. Fuel injected is a closed loop system with oxygen sensor to adjust air/fuel ratio and manifold pressure sensor to adjust for altitude. Full pressure lubrication with spin-on oil filter.	Kubota 902D, 3-cylinder, inline vertical, 4-cycle, liquid cooled, counterbalanced diesel engine, 23.3 hp (17.4 kw); governed to a maximum speed of 3600 rpm. 58.0 cu. in. (950 cc) displacement. Rear engine location. Direct couple to transaxle. 12-volt electric starter. Full pressure lubrication with spin-on oil filter. Meets EPA Tier IV compliance. Biodiesel ready for use up to B-20 (20% biodiesel and 80% petrol blend).	Kohler Model CH23, 2-cylinder, 4-cycle, air-cooled engine. 23 hp (17.2 kW) at 3600 rpm governed to a maximum speed of 3600 rpm by an internal governor. 41.1 cu. in. (674 cc) displacement. Electronic ignition. Rear engine location direct coupled to a transaxle. 12-volt electric starter. Full pressure lubrication with spin-on oil filter. Meets all EPA & CARB emission standards.
CLUTCH	7.5" (19 cm) clutch and pressure plate		
INSTRUMENTATION	Fuel and coolant temperature gauges. Hour meter. Oil pressure, check engine and battery charge indicator lights. Tachometer and speedometer.	Fuel and coolant temperature gauges. Hour meter. Oil pressure, glow plug and battery charge indicator lights. Tachometer and speedometer.	Fuel gauge, hour meter, oil pressure warning light and battery charge indicator light. Tachometer / speedometer optional.
ALTERNATOR	60 amp with electronic regulator		25 amp with electronic regulator
TIRES	Front: 20" x 9" - 12, 6-ply rating, turf tread Rear: 24" x 12" - 12, 6-ply rating, turf tread		
COOLING SYSTEM	Aluminum radiator with 10 fins per inch dual pass. Right side mounted with removable screen for debris cleaning. Thermal controlled DC electric fan.		Fan forced air.
AIR CLEANER	Remote mounted, heavy-duty 2-stage air cleaner with evacuator valve.		Large capacity, dual element.
CLEARANCE CIRCLE 2WD	Inside = 32 in (81 cm); Outside = 194 in (493 cm)		
CLEARANCE CIRCLE 4WD	Inside = 100 in (254 cm); Outside = 300 in (762 cm)		N/A
FUEL CAPACITY	6 gallons (22.7 liters)		
FUEL PUMP	12V internally regulated 42 psi in-tank	Electronic pump	Diaphragm pump
FUEL FILTER	In tank filter sock. 10 micron polyester depth.	Combination fuel filter / water separator with a 30 micron filtration and 50 mesh suction screen in tank.	In-line 40 micron filter and 50 mesh suction screen in tank.
HORN	Standard, button on dash.		
SOUND LEVEL	75 db(A)**	85 db(A)**	80 db(A)**
VEHICLE SHIPPING WEIGHT	Model 07383: 1623 lbs. (738 kg) Model 07384: 1951 lbs. (887 kg) Model 07386: 2010 lbs. (914 kg) Model 07386TC: 2784 lbs. (1265 kg)	Model 07385: 1956 lbs (889 kg) Model 07385TC: 2730 lbs (1240 kg) Model 07387: 2015 lbs (916 kg) Model 07387TC: 2789 lbs (1268 kg)	Model 07369: 1848 lbs. (840 kg)
VEHICLE ACTUAL WEIGHT W/O FUEL	Model 07383: 1623 lbs. (738 kg) Model 07384: 1951 lbs. (887 kg) Model 07386: 2010 lbs. (914 kg) Model 07386TC: 2091 lbs. (950 kg)	Model 07385: 1956 lbs (889 kg) Model 07385TC: 2037 lbs (926 kg) Model 07387: 2015 lbs (916 kg) Model 07387TC: 2096 lbs (953 kg)	Model 07369: 1848 lbs. (840 kg)
TOTAL CAPACITY	Model 07384: 3249 lbs. (1477 kg) Model 07386: 3190 lbs. (1450 kg) Model 07386TC: 3109 lbs. (1413 kg)	Model 07385: 3244 lbs. (1475 kg) Model 07385TC: 3163 lbs. (1438 kg) Model 07387: 3185 lbs. (1448 kg) Model 07387TC: 3104 lbs. (1411 kg)	Model 07369: 3352 lbs. (1524 kg)
CARGO BED CAPACITY W/200 LB. OPERATOR AND 200 LB. PASSENGER	Model 07384: 2849 lbs. (1295 kg) Model 07386: 2790 lbs. (1268 kg) Model 07386TC: 2709 lbs. (1231 kg)	Model 07385: 2844 lbs.(1293 kg) Model 07385TC: 2763 lbs. (1256 kg) Model 07387: 2785 lbs. (1266 kg) Model 07387TC: 2704 lbs. (1229 kg)	Model 07369: 2952 lbs. (1342 kg)

*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.

**At operator's ear; 3600 rpm with bed and sides installed.

	SPECIFICATIONS COMMON TO WORKMAN HD SERIES VEHICLES			
FRONT SUSPENSION	Independent system with dual "A" frame control arms, dual coil springs and dual shock absorbers with anti-sway bar. Provides 5 3/4" travel.			
REAR SUSPENSION	DeDion rear axle (weight carrying axle) suspension independent of transaxle with dual leaf springs and dual shock absorbers. Provides 3" travel.			
BATTERY	12-volt, group 26, with 540 cold cranking amps at 0 degrees F (-18 degrees C).			
TRANSMISSION	Rear transaxle directly connected to engine, twin axle drive. 3-speed synchromesh (forward speeds only), h-shift pattern with high-low range providing 6 forward speeds and 2 in reverse. Transmission housing doubles as hydraulic reservoir with outlet screen and external filter.			
3RD GEAR HIGH LOCKOUT	Interlock key switch that prevents engine from running in 3rd gear, high range HDX-D. Limits engine RPM to 2,200 in 3rd gear high range (HDX gas).			
DIFFERENTIAL LOCK	Manual engage rear differential lock.			
4WD SYSTEM	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.			
FRAME	Steel space frame front frame and C-channel rear frame.			
STEERING	Hydraulic power steering with steering valve coupled to hydraulic cylinder with thru shaft. Maximum steering angle is 70 degrees on 2WD and 50 degrees on 4WD.			
2-POST ROPS	2-post rollover protective structure and protective back panel bolted to ROPS.			
BRAKES	4-wheel hydraulic disk brake system. 9 1/2" disk with hydraulic service brakes using twin piston floating calipers. Parking brake uses mechanical cable actuated caliper on rear wheels.			
HYDRAULICS	4 gpm (15 lpm) gear pump provides hydraulic flow for power steering and lift in series. Lift control valve with quick disconnects for dual lift cylinders or for attachments when quick disconnects are switched. 8 quart total capacity.			
LIGHTS	Twin halogen headlights and dual taillights actuated by switch on dash. Dual brake lights actuated by brake pedal.			
SEAT BELTS / SEATS	Lap seat belts standard. Bucket seats with adjustable slides to allow for various seat positions. Hip restraint tubes welded to seat mounting straps.			
CONTROLS	Throttle, brake and clutch pedals. Gear shifter, differential lock, parking brake, high-low range shifter and hydraulic lift levers.			
INTERLOCK	To start engine, clutch pedal must be depressed and remote hydraulic lever must be in neutral position. If installed, high flow hydraulics and rear PTO must be disengaged / switched off.			
SAFETY SUPPORT	7-gauge steel channel stores behind seat and fits over extended lift cylinder to prevent accidental lowering of bed.			
GROUND CLEARANCE	7" (18 cm) with no load.			
REAR TOW HITCH	Steel hitch bracket bolted to rear DeDion axle. Mounting plate provides mounting hole for pin or ball hitch and incorporates two safety chain mounting holes. Maximum tongue weight of 600 lbs (272 kg). Maximum trailer weight of 3500 lbs (1587 kg). Trailers over 1500 lbs. require trailer brakes. (Electric Brake Kit available through parts, 117-4837).			
GROUND SPEED	Standard Tires, Gear 1/2/3			
	Forward Speeds:	High Range	7.6/11.5/19.8 mph (12.2/18.5/31.9 km/h)	
		Low Range	2.9/4.5/7.7 mph (4.7/7.2/12.5 km/h)	
	Reverse Speeds:	High Range	7.1 mph (11.6 km/h)	
DIMENSIONS		Low Range	2.8 mph (4.5 km/h)	
	Overall Length	Overall Width	Overall Height (Top of ROPS)	Cab
	127.6" (324 cm) w/o bed	64.7" (164.3 cm)	75.8" (192.5 cm)	Height: 81" (206 cm)
	130" (330 cm) w/full bed			Width: 65" (165 cm)
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.			

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	WORKMAN VEHICLE ACCESSORIES
HIGH FLOW HYDRAULICS KIT	Provides 8 gpm (30.3 liter) at 2000 psi hydraulic flow in a separate circuit to power certain attachments and accessories (standard on TC models). Note: Model 07369 cannot run High Flow Hydraulics Kit.
200 GALLON SPRAYER	200 gallon (757 liter) low profile tank sprayer with diaphragm pump and detachable control box. Three-section, 18.5 ft (5.6 m) open boom system.
TOPDRESSER 1800	18 cu. ft. (.504 cu. m), 1450 lbs (541 kg) capacity conveyor belt style topdresser hydraulically driven by remote hydraulics. 60 in (152 cm) spread width. Workman bed lift cylinders raise topdresser. Spring load metering gate.
TOPDRESSER 2500	25 cu. ft. (.7 cu. m) capacity conveyor belt style topdresser towed by Workman vehicle. Textured belt, oscillating axles and all wheel drive. Electrically activated hydraulic brakes.
PROPASS™ 200 TOPDRESSER	21 cu. ft. / 0.54 cu. m) struck (25 cu. ft. / 0.71 cu. m heaped) capacity spin style topdresser. Tow-behind or bed mount versions.
PRO FORCE® DEBRIS BLOWER	Tow-behind, self-contained engine-driven debris blower operated with a hand-held wireless RF controller. Bed mount kit available.
HARD CAB	Deluxe hard cab, ROPS and CE certified. Vented front glass windshield, interior dome light and a 2-speed windshield wiper. Optional heater and mirrors available.
CAB SLIDING WINDOW DOOR KIT	Door kit for deluxe hard cab. Operator door has a sliding window for ventilation and ability to access exterior elements such as an identification badge security entry. Passenger door has solid window.
CAB REAR VIEW MIRROR KIT	Externally mounted to the cab frame, operator and passenger side rear view mirrors for enhancing all around visibility.
CANOPY	Durable, high-density polyethylene canopy with drainage outlets for moisture runoff.
FOLDING WINDSHIELD	Clear high-impact modified acrylic material with fold down capability.
BRAKE & SIGNAL KIT	Consists of turn signal lights for both corners in the front and rear of vehicle and brighter beam headlights.
WORK LIGHT KIT	Consists of (2) front facing and (1) rear facing work lights all mounted on top of ROPS bar.
ROPS SIGNAL LIGHT KIT	Consists of (2) double amber warning lights and (2) single red tail lights all for mounting on top of ROPS bar. Requires either a "Right Side" or "Left Side" light kit.
REAR PTO KIT	Rear mounted, 540 RPM, PTO shaft mechanically driven by transaxle.
HAND THROTTLE	Throttle and speed limit control that provides constant RPM for stationary attachments or a controlled maximum speed for applications such as spraying or spreading (mechanical – HDX/HD & electric – HDX gas models).
SPARK ARRESTOR	Fits onto end of tailpipe.
PLASTIC BED LINER	A rugged, weatherproof one-piece plastic liner and separate tailgate liner that will protect either a full are bed with sides or a 2/3 bed with sides.
HIGH AIR INTAKE KIT	Kit for extending the air intake system from underneath the cargo bed to a position slightly above the ROPS shield behind the passenger position of the vehicle. Recommended for dusty work applications.
REAR VIEW MIRROR KIT	A single 8 1/2" (21.6 cm) convex mirror with mounting capability on either the operator or passenger side of the vehicle.
2" RECEIVER HITCH KIT	Provides a 2" square receiver to enable a "drawbar" hitch.
TRAILER BRAKE WIRING KIT	Kit provides a controller which plugs into Workman vehicle and a positive wire to assist the hook up of customer supplied electric trailer brakes.
TRAILER SIGNAL WIRING KIT	Kit provides electrical wire for Workman vehicle to enable easy hook up to customer supplied trailer signal and brake lights.
REMOTE HYDRAULIC MANIFOLD KIT	Hydraulic manifold kit that provides to ability to switch hydraulics between cargo bed actuation and remote port usage via use of a operator panel mounted switch.
REMOTE HYDRAULIC FLOAT KIT	Hydraulic float kit that enables both hydraulic lifting and "float" in the down position. Required when using a Deere TC125 sweeper.
4WD MANUAL CONTROL	Allows auto 4WD to be turned off.
4 POST ROPS CANOPY KIT	Canopy for use with 4-post ROPS kit.
4 POST ROPS KIT	Connects standard 2-post ROPS to 4-post ROPS. Required with 200-gallon sprayer.
HEATER KIT	Heater for use with cab. Adjustable temperature and 2-speed fan (excludes HD).
BACK UP ALARM KIT	Provides an audible alarm when vehicle is in reverse.
BOSS® SNOW ACCESSORIES	5' (1.52 m) BOSS PLOW, VBX3000 Box Spreader.



Multi Pro® WM – 200-Gallon Sprayer Specifications*

	SPRAYER SPECIFICATIONS
SOLUTION TANK	High-density, impact-resistant polyethylene with large 16" (41 cm) fill opening, tapered bottom and sump with drain.
RATED CAPACITY	200 gallons (757 liters).
SPRAY PUMP	Hardi 364/10.0, 6-diaphragm positive displacement pump w/1" (2.5 cm) input shaft; input speed 0-540 rpm; Flow rate 45 gpm (170.3 lpm) @ 40 psi (540 rpm).
AGITATOR	4, side-mounted jet agitation nozzles for full tank agitation.
CONTROLS	Spray pump control switch, agitator jet switch, rate switch, individual boom On/Off switches, boom actuator switches, indicator lights on pump, agitation and boom switches, throttle lock.

	OPEN BOOMS (STANDARD)
BOOM ASSEMBLY	18.5' (5.6 m) three section, triangular truss style open booms. Optional 20.5' (6.25 m) booms available.
BOOM ACTUATORS	Heavy Duty hydraulic lift actuators with nitro-steel plated shafts; 1-3/4" Bore x 10.06" Stroke.
SPRAY NOZZLES	Eleven nozzles turrets, triple turret mount, quick-disconnect with diaphragm check valves.



	MULTI PRO WM ACCESSORIES
NOZZALERT™	Monitors flow at each individual nozzle position, alerting the operator to flow deviations caused by worn, broken, clogged, or missing nozzles.
PRO FOAM™ MARKING KIT	Foam dollops ensure accurate parallel path tracking. Select foam for either boom or both.
PRO FOAM	1 gallon (3.8 L) bottle of Pro Foam Concentrate.
CLEANLOAD™ EDUCTOR KIT	This on-board mixing station allows rapid and safe loading of any chemical without the need to first mix into a slurry. Incorporates a built-in bottle wash nozzle and has an optional suction lance to pull in powdered or liquid products from their container. Stores within the width of the machine.
FRESH WATER RINSE KIT	Simplifies and automates the triple-rinse process, saving hours and hours of clean up time.
ELECTRIC HOSE REEL KIT	150' (45.7 m) of hose for hand or walk spraying applications. Convenient electric powered rewind. Spray gun has an adjustable nozzle from stream to fan.
PRO FOAM™ MARKING KIT	Foam dollops ensure accurate parallel path tracking. Select foam independently or both simultaneously.
ULTRA SONIC BOOM™ KIT	New sonar sensors automatically maintain proper spray height over undulating turf.
COVERED BOOM KIT	Extends 12" (30.5 cm) below the boom to minimize chemical drift in breezy conditions while retaining full boom system functionality.
AIR INDUCTION TURBO TWIN JET NOZZLES	Exclusive to Toro in the 0.8 gpm (3.02 lpm), 1.0 gpm (3.79 lpm) and 1.5 gpm (5.68 lpm) sizes, for exceptional contact coverage.
CONTACT & SYSTEMIC NOZZLES	Select the right nozzle for your application by using the new Toro Nozzle Selector - available via Toro.com

WARNING

THE WORKMAN® IS AN OFF-HIGHWAY VEHICLE, AND IS NOT DESIGNED, EQUIPPED, OR MANUFACTURED FOR USE ON PUBLIC STREETS, ROADS OR HIGHWAYS.



Z MASTER®

4000 SERIES

NEW

BUILT TO DOMINATE. READY TO REIGN.

Show up big, bad, and fearless. The Z Master 4000 is the durability king, providing a royal ride with MyRIDE® suspension system and grass-kicking TURBO FORCE® deck with a bold, dominating look. It's going to cut a path that you know will be noticed.

PRIDE CUT IN EVERY PASS

Constructed with high-strength materials and engineered with proven technologies, the Turbo Force® cutting deck is built from 100 years of experience and over 100 million unrelenting hours of real-world results.

A BEAST FOR BEAUTY

Every Z Master 4000 is loaded with a heavy-duty frontend design, Turbo Force® deck with bullnose bumper, and pro-grade engines transforming a battlefield of brutal vegetation into a pristine pro cut.

GET COMFORTABLE CRUSHING IT

Keep mowing full blast in full-time comfort with seat design to suspension adjustment. Or get battle-ready with the MyRIDE® Suspension System.

QUICK CARRY SYSTEM



TOOL MOUNT BRACKETS
Attach tools and accessories such as a debris bucket or trimmer directly to the mower with innovative tool-mounting brackets.

Sold separately.

4.4–6.6

Maximum Acres/Hour

Maximum acres per hour based on 90% efficiency (MPH x width of cut). Actual productivity dependent upon conditions.



PERFECT ONE-PASS CUTTING

The TURBO FORCE® Cutting Deck: enhances the after cut appearance through dual capture anti-scalp rollers, rubber discharge chute, a clear sight-line to rear tires and the offset 7-gauge steel deck.



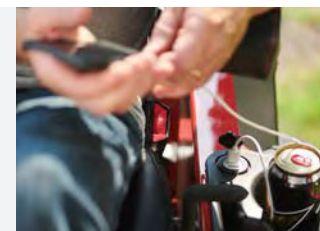
NO MESSING AROUND

Pairing the durable rugged I-beam front end, along with the Turbo Force Deck's bullnose bumper and heavy-duty cast aluminum spindle housings, durability is king.



MYRIDE® SUSPENSIONS SYSTEM

Take it to the next level of comfort with the industry's only adjust-on-the-fly rear suspension with beefy shocks featuring up to 3 inches of travel to soak up what Mother Nature puts in your path.



MOW ON AND ON

All 4000s come with conveniences like the electronic deck lift assist, to front step thru deck, and USB ports.

	HD		HDX MyRIDE®		PRO				PRO HDX	
	74050	74054	74052 HDX MyRIDE Suspension System	74055 HDX MyRIDE Suspension System	74000	74002	74004	74035	74010 HDX Pro	74015 HDX Pro
POWER SYSTEM										
Commercial Engines at 3600 RPM*	25.5 Kawasaki FX801V (852cc)	25.5 Kawasaki FX801V (852cc)	▶ 31 hp Kawasaki FX921V (999cc)	31 hp Kawasaki FX921V (999cc)	24.5 Kawasaki® FX751 (852cc)	▶ 25.5 Kawasaki FX801V (852cc)	25.5 Kawasaki FX801V (852cc)	▶ 26.5 hp Kohler Command Pro EFI (747cc)	▶ 31 hp Kawasaki FX921V (999cc)	31 hp Kawasaki FX921V (999cc)
Starter	Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric
Heavy-Duty Canister Air Cleaner	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Drive Tires	▶ Voodoo Trac 26" x 12" – 12" (66 x 30.5 – 30.5 cm)	Voodoo Trac 26" x 12" – 12" (66 x 30.5 – 30.5 cm)	Voodoo Trac 26" x 12" – 12" (66 x 26.7 – 30.5 cm)	Voodoo Trac 26" x 12" – 12" (66 x 30.5 – 30.5 cm)	24" x 9.5" – 12" (61 x 24.1 – 30.5 cm)	24" x 10.5" – 12" (61 x 26.7 – 30.5 cm)	24" x 12" – 12" (61 x 30.5 – 30.5 cm)	24" x 12" – 12" (61 x 30.5 – 30.5 cm)	24" x 10.5" – 12" (61 x 26.7 – 30.5 cm)	24" x 12" – 12" (61 x 30.5 – 30.5 cm)
Caster Tires	15" x 6.5" – 6" (38 x 16.5 – 15.2 cm) Pneumatic	15" x 6.5" – 6" (38 x 16.5 – 15.2 cm) Pneumatic	15" x 6.5" – 6" (38 x 16.5 – 15.2 cm) Pneumatic	15" x 6.5" – 6" (38 x 16.5 – 15.2 cm) Pneumatic	13" x 6.5" – 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" – 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" – 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" – 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" – 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" – 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic
Fuel/Capacity	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)
Digital Hour Meter	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Hydraulic Drive System	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	▶ ZT-5400 Integrated Pumps & Wheel Motors	ZT-5400 Integrated Pumps & Wheel Motors
Maximum Forward Speed	▶ 12 mph (19.3 km/h)	12 mph (19.3 km/h)	12 mph (19.3 km/h)	12 mph (19.3 km/h)	10 mph (16.1 km/h)	10 mph (16.1 km/h)	10 mph (16.1 km/h)	10 mph (16.1 km/h)	▶ 12 mph (19.3 km/h)	12 mph (19.3 km/h)
Clutch	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic
MOWING DECKS										
Deck Size	52" (132.1 cm)	▶ 60" (152.4 cm)	52" (132.1 cm)	▶ 60" (152.4 cm)	48" (121.9 cm)	▶ 52" (132.1 cm)	▶ 60" (152.4 cm)	60" (152.4 cm)	52" (132.1 cm)	▶ 60" (152.4 cm)
Cutting Deck	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE
Deck Lift Design	Extension Spring	Extension Spring	Standard	Standard	Extension Spring	Extension Spring	Extension Spring	Extension Spring	Extension Spring	Extension Spring
Spindle Housings	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum
1" (2.5 cm) Spindle Shaft	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Spindle Bearings	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free
Adjustable Height of Cut Foot Pedal	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)
Deck Depth	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)
Blades	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel
Blade Tip Speed	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min
Belt Construction	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt
FEATURES										
MyRIDE® Suspension System			▶ MyRIDE Suspension System							
Comfort Platform	N/A	N/A		MyRIDE Suspension System	N/A	N/A	N/A	N/A	N/A	N/A
Platform Travel	N/A	N/A	3.0" (7.62 cm)	3.0" (7.62 cm)	N/A	N/A	N/A	N/A	N/A	N/A
Shocks	N/A	N/A	1 center / 2 rear	1 center / 2 rear	N/A	N/A	N/A	N/A	N/A	N/A
Seat	N/A	N/A	High-Back Comfort	High-Back Comfort	N/A	N/A	N/A	N/A	N/A	N/A
Adjustability	N/A	N/A	5 Detents, Infinite Adjustability	5 Detents, Infinite Adjustability	N/A	N/A	N/A	N/A	N/A	N/A
Steering Controls	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened
Operator Seat	▶ Deluxe Suspension	Deluxe Suspension	High-Back Comfort	High-Back Comfort	Deluxe Suspension	Deluxe Suspension	Deluxe Suspension	Deluxe Suspension	Deluxe Suspension	Deluxe Suspension
LED Lights	▶ Standard	Standard	Standard	Standard	Optional	Optional	Optional	Optional	Optional	Optional
Step-Through Floorpan	▶ Standard	Standard	N/A	N/A	▶ Standard	Standard	Standard	Standard	Standard	Standard
Electric Deck Lift Assist	Optional	Optional	▶ Standard	Standard	Optional	Optional	Optional	Optional	Optional	Optional
Smart Hour Meter & USB	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Warranty**	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	▶ 5-Year 1500-Hour 2-Year No Hour Limit	5-Year 1500-Hour 2-Year No Hour Limit
WEIGHTS AND MEASUREMENTS										
Weight	1,085 lbs.	492.1 kg	1,185 lbs.	537.5 kg	1,185 lbs.	537.5 kg	1,185 lbs.	537.5 kg	1,185 lbs.	537.5 kg
Deck Clearance Width	53.7"	136.4 cm	61.7"	156.7 cm	61.7"	156.7 cm	61.7"	156.7 cm	61.7"	156.7 cm
Deflector Width	67.6"	171.7 cm	75.7"	192.3 cm	75.7"	192.3 cm	63.6"	161.5 cm	67.6"	171.7 cm
Length	79.2"	201.2 cm	83.1"	211.1 cm	83.1"	211.1 cm	79.2"	201.2 cm	83.1"	211.1 cm

* The gross horsepower of these gasoline engines was laboratory rated at 3600 rpm by the engine manufacturer in accordance with SAE J1940 or SAE J1995. As configured to meet safety, emission and operating requirements, the actual engine horsepower on these mowers will be significantly lower. **See your local Toro dealer or consult owners manual for complete warranty details.

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.

See attachment 'Tab 4_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.

Pricing Model(s): Toro offers the widest array of products and services in the Grounds Maintenance space. This includes seven Business Units with multiple discounts offered to help provide the lowest prices on each product category offered.

1. The Toro **Commercial Division** makes up the largest percentage of products sold to the public sector. This includes commercial grade wide-area mowers, sprayers, utility vehicles, and general turf maintenance equipment for the sports field, grounds and public golf market. Pricing for this equipment will be 22% 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 'Tab 4_Attachment A'. These products are also available to national members when purchased with wholegoods.
 - As a newer product with specialized configuration, the Workman UTX falls into its own category, **Specialty Vehicles**. Pricing for Specialty Vehicles will be 7% off current MSRP on all wholegoods, attachments, and accessories.
 - Synthetic and natural turf grooming equipment category, the Toro **Bullesye Equipment** will receive a 5% discount off current MSRP on all wholegoods, attachments, and accessories.
2. The Toro **Landscape Contractor Equipment (LCE)** Division pricing will be 27% off current MSRP for their landscape contractor wholegoods, attachments, and accessories. This includes our zero-turn, stand-on and many push mowers that agencies will use in their day-to-day operations. This category also includes handheld devices, like string-trimmers, edgers, and blowers. Allied products are included at 0% off MSRP.
 - In addition, Toro's **LCE Snow Equipment** will be offered at 20% off current MSRP for all wholegoods, attachments, and accessories. This includes snow throwers, salt spreaders, and more.
3. Toro's **Siteworks Systems Division (SWS)** pricing will be 17% off current MSRP for wholegoods, attachments, and accessories. This includes small construction equipment used for turf renovation, and facilities maintenance, in and around their ball fields. This includes our Dingo products, loaders, mixers, haulers, and more.

4. Toro's **BOSS Equipment** is broken into three distinct discounts: 1. Snowrator Units receive \$400 off current MSRP; 2. Liquid De-Icing products receive 18% off current MSRP; all other products receive 25% off current MSRP on wholegoods, attachments, and accessories. These include snowplows, de-icing products, small traction units, and salt spreaders.
5. The Ventrac line is broken into two categories. The Ventrac 4520 and the Ventrac SSV 2100. The **Ventrac 4520 Series** is Ventrac's premier line of slope and utility tractors/mowers. These units will receive an 8% discount from current MSRP on all wholegoods, attachments, and accessories. The **Ventrac SSV 2100 Series** snow removal line will receive 3% off current MSRP.
6. **Golf Irrigation** will be 40% off current MSRP for all wholegoods, attachments and accessories. Used by your municipal golf members for full replacement, new renovation, or basic upkeep.
7. **Residential Commercial Irrigation** will be be used by your Sports Fields and Grounds members and includes all parts and accessories for a completely new system, replacement systems, or basic upkeep.
 - **ResCom:** 35%-40%% off current MSRP on wholegoods, attachments, and accessories.
 - **Sentinel:** 35%-40%% off current MSRP on wholegoods, attachments, and accessories.
 - **Large Rotors:** 15% off current MSRP on wholegoods, attachments, and accessories.

Attached is a consolidated list of each of our discounts by category. See attachment 'Tab 4_Toro Discounts by Category'. We have included our entire price list (confidential) in attachment 'Tab 4_Toro Master Price File. This includes current MSRP for each of the product categories referenced above.

Allied Products: In addition, we request that our dealers and/or distributors continue to have the ability to add attachments and accessories designed for use on Toro products but manufactured by a third party suppliers. 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, Huntington, 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.

Auditing and Compliance: Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

Participating Agencies may verify prices by contacting Toro to confirm current MSRP and product categories to determine the appropriate discount %(s) off MSRP as indicated within the program. Toro may provide confirmation on specific products, or provide a current MSRP price file to assist Agency with compliance.

We will also provide the City of Mesa and OMNIA Partners with current copies of our MSRP so customers can verify through a third party, if necessary.

This price model provides an aggressive discount to end users and is easy to calculate through a discount off 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 discount, while also make pricing and auditing more efficient for all parties.

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. For compliance purposes, set-up fees may not exceed 5% of the product cost, plus an additional 5% for cab units. Delivery fees within the continuous 48 States will also be capped at 5% of the total product cost to ensure compliance and verification. This pricing strategy allows us to provide a more aggressive pricing structure on wholegoods, attachments and accessories for all members, regardless of location.

4. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contract. 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 affect pricing over the next Five (5) years.

Toro's price structure is based on a discount off current MSRP. We intent to maintain this discount structure throughout the term of the agreement. In the event that MSRP changes, Toro will contact the Contracting Officer at the City of Mesa to request an update to our current MSRP.

Typically, Toro modifies pricing annually, in conjunction with our fiscal/model year – November 1. However, over the past few years, we have experienced significant volatility in commodity prices and supply chain constraints, forcing us to take increases off-cadence. Due to the competitive nature of this information, we prefer not to share the exact increase listing over the past (3) years, but would be willing to share with the City of Mesa (confidentially), upon request.

There are other factors that also impact our pricing. The federal government mandated changes to emissions, known as Tier 4. This had a significant impact on pricing on for 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.

While it is impossible to predict the future, we are happy to say; both commodity prices and supply chain constraints have improved dramatically over the past 6-12 months and we anticipate a standard (annual) increase moving forward, generally in the range of 1%-5%.

Our goal is to keep our price increases to a minimum and remain competitive in this market.

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.

Toro Commercial Purchases	Customer Free Goods \$	Toro Commercial Purchases	Customer Free Goods \$
\$200K-\$249K	\$4,500	\$550K-\$599K	\$20,000
\$250K-\$299K	\$6,000	\$600K-\$649K	\$22,000
\$300K-\$349K	\$10,000	\$650K-\$699K	\$24,000
\$350K-\$399K	\$12,000	\$700K-\$749K	\$26,000
\$400K-\$449K	\$14,000	\$750K-\$799K	\$28,000
\$450K-\$499K	\$16,000	\$800K-\$849K	\$30,000
\$500K-\$549K	\$18,000	\$850K*	\$32,000
**"Free Goods" increase \$2,000 for every additional \$50,000 in purchases.			

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.

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
1	Bunker Rake, as per specifications Toro Sand Pro 5040 (08745) Manufacturer and Part Number	\$ [REDACTED]
2	Heavy Duty Utility Vehicle, as per specifications Toro Workman HDX Auto (07390) Manufacturer and Part Number	\$ [REDACTED]
3	Reel Mower 72" with Sidewinder, as per specifications Toro Reel Master 3100 (03170) Manufacturer and Part Number	\$ [REDACTED]
4	Wide Area Rotary Mower, as per specifications Toro Groundsmaster 4100 (30608) Manufacturer and Part Number	\$ [REDACTED]
5	Zero Turn Mower with collection unit, as per specifications Toro Z Master 4000 (74000) Manufacturer and Part Number	\$ [REDACTED]

EQUIPMENT TOTAL FOR ITEMS 1-5

\$ [REDACTED]

SAMPLE PARTS PRICING

This Section of the Price Page lists Sample Parts for the equipment listed above (Items 1 thru 5) 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) <u>108-3811</u> Manufacturer and Part Number	\$ [REDACTED]
8	Oil Filter for Bunker Rake (See Item 1) <u>107-7817</u> Manufacturer and Part Number	\$ [REDACTED]
9	Fuel Filter for Bunker Rake (See Item 1) <u>94-2690</u> Manufacturer and Part Number	\$ [REDACTED]
10	Air Filter for Utility Vehicle (See Item 2) <u>108-3811</u> Manufacturer and Part Number	\$ [REDACTED]
11	Oil Filter for Utility Vehicle (See Item 2) <u>108-3847</u> Manufacturer and Part Number	\$ [REDACTED]
12	Fuel Filter for Utility Vehicle (See Item 2) <u>115-7854</u> Manufacturer and Part Number	\$ [REDACTED]
13	Hydraulic Filter for Utility Vehicle (see item 2) <u>54-0110</u> Manufacturer and Part Number	\$ [REDACTED]
14	Shifter for Utility Vehicle (see item 2) <u>Toro 121-9868 (Gear Shift)</u> Manufacturer and Part Number	\$ [REDACTED]
15	Fuel Pump for Utility Vehicle (See Item 2) <u>127-8801</u> Manufacturer and Part Number	\$ [REDACTED]
16	Oil Filter for Reel Mower (See Item 3) <u>Toro 108-3841</u> Manufacturer and Part Number	\$ [REDACTED]
17	Fuel Filter for Reel Mower (See Item 3) <u>Toro 98-7612</u> Manufacturer and Part Number	\$ [REDACTED]

18	Belt for Reel Mower (See Item 3) Toro 95-8730 (Hydraulics) Manufacturer and Part Number	\$	
19	Bedknife for Reel Mower (See Item 3) Toro 114-9388 Manufacturer and Part Number	\$	
20	Air Filter for Wide Area Rotary Mower (See Item 4) Toro 108-3814 (Outer) Manufacturer and Part Number	\$	
21	Oil Filter for Wide Area Rotary Mower (See Item 4) Toro 125-7025 Manufacturer and Part Number	\$	
22	Fuel Filter for Wide Area Rotary Mower (See Item 4) Toro 125-8752 Manufacturer and Part Number	\$	
23	Air Filter for Zero Turn Mower (See Item 5) Kawasaki 11013-7038 Manufacturer and Part Number	\$	
24	Oil Filter for Zero Turn Mower (See Item 5) Kawasaki 49065-2078 Manufacturer and Part Number	\$	
25	Fuel Filter for Zero Turn Mower (See Item 5) Kawasaki 49019-0031 Manufacturer and Part Number	\$	
26	Impeller for Zero Turn Mower (See Item 5) Toro 103-3815 Manufacturer and Part Number	\$	
27	Belt 1 for Zero Turn Mower (See Item 5) Toro 144-0358 Manufacturer and Part Number	\$	
28	Belt 2 for Zero Turn Mower (See Item 5) Toro 140-7994 Manufacturer and Part Number	\$	
29	Belt 3 for Zero Turn Mower (See Item 5) Toro 135-0519 Manufacturer and Part Number	\$	

PARTS TOTAL FOR ITEMS 7-29

\$

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 Equipment	22.00%
	Specialty Vehicles	7.00%
	Bullseye Equipment	5.00%
	LCE Equipment	27%*
	LCE Snow Equipment	20.00%
	SWS Equipment	17.00%
	BOSS Snowplows and Accessories	18% - 25%*
	Ventrac 4520 Series	8.00%
	Ventrac SSV 2100 Series	3.00%
	Sentinel	35%-40%*
	Res Com Irrigation	35%-40%*
	Large Rotors	15.00%
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	Commercial Equipment	22.00%
	Specialty Vehicles	7.00%
	Bullseye Equipment	5.00%
	LCE Equipment	27%*
	SWS Equipment	17.00%
	Ventrac 4520 Series	8.00%
	Golf Irrigation	40.00%
C	RELATED EQUIPMENT PARTS	
	Commercial Division Performance Parts (City of Mesa only) Pricing is reflected in	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 condition
E	BALANCE OF LINE	
	All product categories are included in our response to the	
	SPORTS FIELDS AND GROUNDS EQUIPMENT (and/or)	
	GOLF COURSE MAINTENANCE EQUIPMENT	

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name: [The Toro Company](#)

Date: _____
RFP # 2023261

The award provides discounts off Toro's current 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 (Liquid De-Icing Products) **18% off**
- Boss Equipment (Snowrator Units Only) **\$400 off**
- Boss Equipment (All other equipment) **25% off**
- Ventrac 4520 Wholegoods, Attachments and Accessories **8% off**
- Ventrac SSV Products **3% off**
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories (A/B) **40% off**
- Residential Commercial (ResCom) Irrigation Accessories (RA) **35% off**
- Residential Commercial (ResCom) Irrigation Allied Products (RB) **0% off**
- Sentinel Irrigation Wholegoods, Attachments, and Accessories (A/B) **40% off**
- Sentinel Irrigation Wholegoods, Attachments, and Accessories (RA) **35% off**
- Sentinel Irrigation Allied Products (RB) **0% 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](#).

TAB 5 - Other Forms. The following forms should be completed and signed:

1. Vendor Information form

See attachment 'Tab 5_Attachment B'

2. Exceptions & Confidential Information form

See attachment 'Tab 5_Attachment B'

3. General Questionnaire form

See attachment 'Tab 5_Attachment B'

4. Lawful Presence Affidavit

See attachment 'Tab 5_Attachment B'

5. Respondent Certification form (Offer and Acceptance)

See attachment 'Tab 5_Attachment B'

6. 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 before the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

See attachmen 'Tab 5_Form W-9_TTC'

7. The successful Respondent will be required to sign Attachment E, OMNIA Partners 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 OMNIA Partners Administration Agreement.

Toro has signed the Federal Funds Certification and New Jersey Business Compliance docs within Attachment E, and intends to sign all other Exhibits, including the OMNIA Partners Administration Agreement once negotiated exceptions have been reached.

REQUIRED RESPONSE FORMS**VENDOR INFORMATION**Company Legal/Corporate Name: The Toro CompanyDoing Business As (if different than above): ToroAddress: 8111 Lyndale Ave SouthCity: Bloomington State: MN Zip: 55420Phone: 952-887-7936 Fax: NAE-Mail Address: ToroGOV@toro.com Website: www.toro.comDUNS # 006477400 State Where Business Entity Was Formed: DelawareUNIQUE ENTITY ID # (generated by SAM.gov) GUEKEU26HPS4Tax Identification Number (TIN): 41-0580470Remit to Address (if different than above): Order from Address (if different from above):Address: varies by dealer Address: varies by dealer

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Contact for Questions about this bid:Name: Jon Stodola Title: Government Sales ManagerPhone: 952-887-7937 E-Mail Address: jon.stodola@toro.comDay-to-Day Project Contact (if awarded):Name: Ryan Miller Title: Government Contract ManagerPhone: 330-749-9957 E-Mail Address: ryan.miller@toro.comSales/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: 07635557City Sales Tax Number: 1126 City of: Goodyear AZApplicable Tax Rate: 7.5%-8.8%☐ 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.

see attachment 'TAB 5_Exceptions 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. Compliance with Insurance Requirements. The City of Mesa may or may not require the Contractor to provide the City with a Certificate of Insurance (COI). If a COI is not required, Respondent still agrees and will comply with all insurance requirements as described in the Draft Agreement (Exhibit 1) and agrees to obtain and retain required insurance throughout the term and any renewal/extension of the Agreement. ☒ Yes ☐ No
3. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
If no, specify number of days for delivery _____
4. Payment terms. Payment Due (Not less than net 30 days): 30
Payment Discount of 0% if invoices are paid within _____ days of receipt.
5. Credit Card/Procurement Card. In response to this solicitation/contract, does Respondent allow payment of invoices using a credit card (Procurement Card)? Refer to Draft Agreement, Terms & Conditions, Section 5.6, Payment of Funds.
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)
Will you offer a discount for use of Credit Card/Procurement Card Purchases?
☐ Yes _____% ☒ No (Marking a "no" answer will not disqualify your Response.)
6. 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.
7. 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)

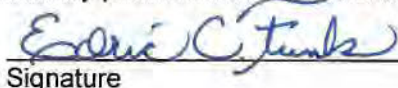
COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

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: _____
- ☐ 13. **Consular ID Card.**
Country: _____ Expiration Date: _____

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

Edric Funk
Print Name

8/3/2023
Date

The Toro Company
Business/Company Name

Verification of Attachment by City Staff:

Signature _____ Date _____

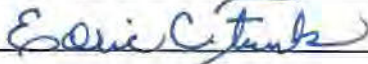
RESPONDENT CERTIFICATION

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 is 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: Edric Funk

Title: Group Vice President

Date: 8/3/2023

NOTICE OF SOLICITATION DOCUMENT

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.

ATTACHMENT E

OMNIA PARTNERS DOCUMENTS

Exhibit A Response for National Cooperative Contract

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- 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 OMNIA Partners 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 23% 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 OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

Commented [JS1]: Maximum 2%

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 primary "go to market" strategies for Public Agencies, (3) the Master Agreement will may 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 OMNIA Partners 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, and its participating distributors and dealers, commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies, excluding federal government offerings, nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or similarly situated cooperative contract,

the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Notwithstanding any other provision in this Agreement, it is acknowledged that products and services subject to this Agreement are provided by Supplier's dealers and/or distributors which are independent businesses and set their own prices. Supplier has no authority to set prices, delivery dates, or other performance terms for its dealers and/or distributors who do not participate in any offerings subject to this Master Agreement. Supplier 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 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 one of supplier's Supplier's primary go to market strategy strategies for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the a public sector go-to-market strategy within first 10 days
- ~~ii.~~ Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

M. Even though it is anticipated 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 OMNIA Partners).
- 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 OMNIA Partners 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 OMNIA Partners).

- 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 OMNIA Partners)

ATTACHMENT E

OMNIA PARTNERS DOCUMENTS

Exhibit B Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the City of Mesa, AZ (the “**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 Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment (the “**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 (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as **Exhibit B**) (each, 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 OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

WHEREAS, OMNIA Partners 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 OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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.

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. OMNIA Partners 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 OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 OMNIA Partners solely in its capacity as the cooperative 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, OMNIA Partners shall not be: (i) 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) 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) 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. OMNIA Partners 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.

6. ~~OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from any grossly negligent acts, errors, mistakes or omissions by Supplier or Supplier's personnel in connection with the Master Agreement.~~ OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall encourage each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. ~~Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.~~ 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.

11. 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 OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, 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.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (~~23~~%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, 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**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report 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 OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee 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 OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners 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 OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. 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 OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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.

18. This Agreement and the parties' respective rights and obligations hereunder may be assigned at either party's reasonable discretion to an affiliate of such party, any purchaser of any or all or substantially all of the assets of a party hereto, or its successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. ~~This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.~~

19. 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. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

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

21. 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.

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

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in ~~Williamson County Tennessee~~ Delaware.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY
NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Signature

Sarah Vavra

Name

Name

Sr. Vice President, Public Sector

Title

Contracting

Title

Date

Date

NOTICE OF SOLICITATION DOCUMENT

Draft Agreement: Terms and Conditions: Exhibit 1

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.

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 of this agreement who do not participate in any offerings not subject to this Agreement.

Supplier 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 subject to the terms of this Agreement.

5.4 Payment of Funds. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee, excluding those charged by third parties-. Otherwise, payment will be through a traditional method of a check.

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 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.

NOTICE OF SOLICITATION DOCUMENT

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 its dealers and/or distributors and no authority to require them to provide goods or services subject to this Agreement in the event such dealers and/or distributors do not participate in 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 deliver products and services by contractually agreed upon delivery dates.

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 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 (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, ~~arising out of or resulting from, in whole or in part, this Agreement or use of~~ caused by Contractor Personnel or Contractor-provided services or materials.

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. 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.

Addendum to Solicitation



Purchasing Office / City of Mesa • 20 East Main Street, Suite 450 • Mesa, AZ 85201

Issue Date: August 1, 2023

This addendum will modify and/or clarify: Solicitation No.: 2023261

and is Addendum No.: One (1)

Procurement Description: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Listed below is a vendor question regarding this RFP and the response provided by City staff.

1. **Question:** Same manufacturer with (2) distinct brands – Can both of these brands be submitted on the same RFQ response? Discounts will be the same.

Response: Yes

2. **Question:** SOLICITATION ATTACHMENT - Page 17 – PRICING – “Transportation” - Freight cannot be itemized, correct?

Response: As per the RFP document Instructions Section 4 Tab 4 Paragraph 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.

And Mesa Standard Terms and Conditions Section 31 “FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

If you take an exception to these terms clearly state your exception in your response. (Attachment B)

3. **Question:** AMENDMENT E – 3.3 L – Guaranteed Sales volume – We are requested to provide a guaranteed annual sales volume over 3 years. Will we be charged the standard 3% administrative fee for this forecast, regardless of hitting this goal?

Response: By providing a guaranteed sale, Respondents are stating that they will guarantee a sales amount and pay the administrative fee on those sales even if they do not hit that goal. Alternatively, Respondents do not need to provide a sales guarantee or can indicate \$0 as their guarantee.

4. **Question:** ATTACHMENT C – Heavy Duty Utility Vehicle specifications – We manufacture multiple heavy duty utility vehicle variations, including gas & lithium-ion electric. Would you prefer that I add a few samples to this sheet for reference?

Addendum to Solicitation



Response: Please provide heavy duty utility vehicle specifications and pricing for the unit that most closely matches the equipment specifications called out in Attachment C.

Please contact Jess.Romney@MesaAZ.gov or Arthur.Robles@MesaAZ.gov with any questions you may have regarding this addendum.

The balance of the specifications and bid/proposal solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by indicating receipt on the Required Response Forms attachment of this bid/proposal response. Failure to acknowledge an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.



NOTICE OF SOLICITATION

Publish Date: June 26, 2023

SOLICITATION # 2023261

REQUEST FOR PROPOSALS FOR: GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

PROPOSAL DUE DATE AND TIME: AUGUST 8, 2023 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given that sealed proposals will be received by the Purchasing Division, City of Mesa until the date and time cited above. Responses received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

To join the response reading at 4:00 P.M. local Arizona time on the due date via Microsoft Teams, please visit the following website: [Microsoft Teams Proposal Opening Link](#)

Teleconference Number: 480-535-7460; Conference ID: 452 752 873#

PRE-PROPOSAL CONFERENCE:

Date and Time: July 12, 2023, at 9:00 a.m. Local Arizona time.

[Microsoft Teams Pre-Proposal Conference Link](#)

Teleconference Number: 480-535-7460; Conference ID: 890 090 518#

The pre-proposal conference provides interested parties an opportunity to discuss the City's needs and ask questions.

Vendor Questions are due to purchasing by 9:00 am local Arizona time July 27, 2023.

Please read the entire Solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Responses must be in the actual possession of the Purchasing Division Office submitted electronically, on or before the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this Solicitation should be submitted in writing through the City of Mesa's Purchasing Website Vendor Self Service portal at <https://vendor.mesaaz.gov/> or by email to the following Purchasing contacts or their designees:

Technical Questions:

Jess Romney, NIGP-CPP, CPPB

Procurement Supervisor

Phone: 480-644-5798

Jess.Romney@MesaAZ.gov

General or Process Questions:

Arthur Robles

Procurement Specialist

Phone: 480-644-2179

Arthur.Robles@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: <https://vendor.mesaaz.gov/>

Current contracts and related information are available for viewing and/or downloading at: <http://apps.mesaaz.gov/purchasingcontracts/Search>

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 <https://vendor.mesaaz.gov/>

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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/Supervisor and/or the Purchasing Specialist. Questions should be submitted in writing through the City of Mesa's Purchasing Website Vendor Self Service portal at <https://vendor.mesaaz.gov/> or by email. **Vendor Questions are due to purchasing by 9:00 am local Arizona time July 27, 2023.** Questions received less than seven (7) calendar days before the due date and time for Responses may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents must submit their responses electronically. Any Respondent needing assistance or guidance using the online Vendor Self Service (VSS) portal may contact the Procurement Officer/Supervisor. Do not wait for the last day to submit a response. Start early so we can fix any issues before trying to submit a response. **ALL RESPONDENTS ARE ENCOURAGED TO REVIEW INSTRUCTIONS FOR HOW TO RESPOND TO A SOLICITATION** available under Download Vendor Forms in the online VSS portal. Respondents shall provide their Responses in accordance with the following form and content requirements:
 - a. Responses shall be submitted through the City of Mesa's Purchasing Website at <https://vendor.mesaaz.gov> 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.
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 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 salespersons 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.

INSTRUCTIONS

- 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 E, OMNIA Partners 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 OMNIA Partners. The successful Respondent will be required to sign Attachment E, OMNIA Partners Administration Agreement. Respondents should have any reviews required to sign the document prior to submitting a response. Respondent's response should include any proposal exceptions to the OMNIA Partners 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

INSTRUCTIONS

- 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 respondents 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.
 - l. If Respondent requires additional agreements, a copy of the proposed agreement must be included with the 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:
 - 1. Provide detailed information explaining your service capabilities.
 - 2. Provided detailed information explaining the service capabilities of your authorized dealers.
 - 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?
 - 4. 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.
 - b. 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?
 - c. Submit all information that will aid the City in evaluating your proposal.

INSTRUCTIONS

5. 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.
6. Other
7. Describe any government rebate programs that are offered.

TAB 4 -Pricing 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 Contract. 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 affect 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. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Lawful Presence Affidavit
5. Respondent Certification form (Offer and Acceptance)
6. 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 before the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

INSTRUCTIONS

7. The successful Respondent will be required to sign Attachment E, OMNIA Partners 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 OMNIA Partners 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 City before Response due date and time.
 - ☐ Pricing, 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)
 - ☐ Supplier Sustainability Questionnaire form completed and included (Attachment D)
 - ☐ OMNIA Partners Documents completed and included (Attachment E)
 - ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - ☐ Warranty information
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 before 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. The Response Opening will be conducted at 4:00 P.M. local Arizona time following the final **SOLICITATION DUE DATE AND TIME** via Microsoft Teams. No responsibility will attach to the City of Mesa, its employees, or agents for the premature opening of a Response. All Responses become the property of the City and will not be returned. 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 submitted on time. All Responses received after the Response Due date and time shall not be considered and will be unopened. **The Respondent assumes the risk of any delay caused by not being able to access the system. Respondents must allow adequate time to accommodate all registration and submission requirements.** It shall not be sufficient to show that Respondent attempted to submit a response before the due date and time as the Response must be received by the City. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the Vendor Self Service portal as the official time. Any Respondent needing assistance or guidance using the online system may contact the Procurement Officer/Supervisor. Do not wait for the last day to submit a response. Start early so we can fix any issues before trying to submit a response. ALL RESPONDENTS ARE ENCOURAGED TO REVIEW INSTRUCTIONS FOR HOW TO RESPOND TO A SOLICITATION available under Download Vendor Forms in the online VSS portal.
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 by 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

INSTRUCTIONS

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. A 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 fail to provide the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work before 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 the time specified for the 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 must be submitted online through the City of Mesa's Purchasing Website Vendor Self Service portal at <https://vendor.mesaaz.gov> under the appropriate Solicitation opportunity. Physical submissions, e-mail, or fax submissions will not be accepted unless explicitly allowed by the City of Mesa Purchasing Division. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. Responses, including modifications, must be submitted electronically, 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 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

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characteristics desired and are 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 before 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 an 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 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

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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 an 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 intentionally not comply with any term, condition, specification, or other requirements 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 an evaluation committee comprised of City employees and/or agents authorized by the City to participate in the evaluation. The evaluation committee may utilize multiple rounds of review to determine which Respondent is most advantageous for the City to award; Respondents' scores may be adjusted throughout the evaluation process/rounds. The City reserves the right to consider all information relevant to determining an award in the best interest of the City, including Respondents' performance under prior contracts. Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience. The evaluation process may include but is not limited to: a review of proposal Responses, interviews, presentations, site visits, product/service demonstrations, Best and Final Offers, requests for additional information, and requests for clarification. 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 and/or additional information from a Respondent does not guarantee clarification and/or additional information 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. The City shall not reimburse the Respondent for the costs associated with the interview process.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a shortlist 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

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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	200
Firm's Qualifications & Experience	150
Firm's Proposed Pricing • 75 points Equipment • 75 points Parts	150

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 the award of a contract under the Solicitation.
- 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.
 - 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 the 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

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determine whether any failure to supply information or the quality of the information, will result in Respondent being deemed non-responsible.

28. **COST JUSTIFICATION:** In the event, only one Response to the Solicitation is received, the City may require the Respondent to 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 P.M. local Arizona time at least seven (7) calendar days before award.

It is the Respondent's responsibility to check the City of Mesa's Vendor Self Service portal at <https://vendor.mesaaz.gov/> to view Purchasing's Intent to Award notices. This may be 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:

Kristy Garcia
Procurement Administrator
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Kristy.Garcia@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 the OMNIA Partners Documents (Attachment E), has partnered with the OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) 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 OMNIA Partners' 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 OMNIA Partners (a "Participating Public Agency" and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information on Omnia Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate pricing and sales commitments from the Supplier, OMNIA Partners 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 OMNIA Partners documents (Attachment E).

The City of Mesa anticipates spending approximately \$300,000.00 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 OMNIA Partners 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 OMNIA Partners and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

SCOPE OF WORK

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 digital form or through a web link. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.
- G. **MODIFICATIONS OF TERMS:** Participating Public 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,

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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

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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:** This Solicitation is for awarding a purchasing contract to cover a five (5) year term.
7. **RENEWALS:** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before 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. If the Awarded Offeror is awarded Related Services and Solutions that

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require Participating Entities to enter into supplemental local "service" agreements, the Contractor shall have the right to enter supplemental local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All supplemental local "service" agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven (7) years.

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 before the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately before 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.

Special Offers and Promotions - In addition to decreasing prices for the balance of the contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period or offer Participating Agencies competitive pricing which is lower than the not-to-exceed price; such lower pricing shall not be applied as a global price reduction under the contract.

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/\$2 million aggregate Commercial General Liability insurance, including Products and 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.

Before 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

SCOPE OF WORK

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 the 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**

Respondent must utilize the below document when responding to this Solicitation and **return the document in an Excel** format with their response.



2023261 Pricing.xls

(Double Click Icon to Open)

ATTACHMENT B
REQUIRED RESPONSE FORMS



Solicitation Required
Response Forms.docx

(Double Click Icon to Open)

ATTACHMENT C
SAMPLE EQUIPMENT SPECIFICATIONS



Equipment
Specifications.xlsx

(Double Click Icon to Open)

ATTACHMENT D
SUPPLIER SUSTAINABILITY QUESTIONNAIRE



Sustainability -
Solicitation Questioni

(Double Click Icon to Open)

ATTACHMENT E
OMNIA PARTNERS DOCUMENTS



Grounds
Maintenance_City of

(Double Click Icon to Open)

EXHIBIT 1
DRAFT AGREEMENT



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2023261
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 450
	Mesa, AZ 85201
Attention	Jess Romney, NIGP-CPP, CPPB Procurement Supervisor
E-Mail	Jess.Romney@MesaAZ.gov
Phone	(480) 644-5798

With a copy to: City of Mesa – PRCF
Attn: Name, Title
P.O. Box 1466
Mesa, AZ 85211-1466
EndUserEmail@MesaAZ.gov

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Remit to Address	
Attention	
E-Mail	
Phone	
Fax	

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this ____ day of _____, 2023, 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 **2023261** ("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, 2024**, and ending on **March 31, 2029**. 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) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before 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 before 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 before the expiration of the then-current term.
- 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.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

- 3. **Orders**. Orders are 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

EXHIBIT 1
DRAFT AGREEMENT

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 OMNIA Partners 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 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. 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 and pricing of each unit;
- i. Applicable Taxes;
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

EXHIBIT 1
DRAFT AGREEMENT

5.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

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 before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before 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:

EXHIBIT 1
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- 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/\$2 million aggregate Commercial General Liability insurance, including Products and 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 the 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 in 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,

EXHIBIT 1
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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) OMNIA Partners Documents and Contractor Response
 - (E) Request for Proposal
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 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

CONTRACTOR NAME

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date

REVIEWED BY:

By: _____
Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT A
SCOPE OF WORK

The Scope of Work and Vendor Response will be added here when Agreement is finalized.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT B
PRICING

Attachment A Pricing will be added here when Agreement is finalized.

DRAFT

EXHIBIT 1
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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/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 compliance 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.

EXHIBIT 1
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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 collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute 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. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. 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 understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.
- 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 or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

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- g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.
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, then 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, whether or not related to the Agreement, 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 body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and 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 documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying 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

EXHIBIT 1
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inspect 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.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. 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 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 of the Agreement 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;
 - iv. Fails to carry out any term, promise, or condition of the Agreement; or
 - v. 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 will 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, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the 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. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
 - 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 demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.
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:

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- 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 or materials 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 in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include 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, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
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 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 for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement 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.

EXHIBIT 1
DRAFT AGREEMENT

24. **INDEMNIFICATION; LIABILITY.**

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents, or employees (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

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 services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, 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 in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) 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.

EXHIBIT 1
DRAFT AGREEMENT

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of 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 person 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 risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement 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 or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.
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 warranty in section 34, Contractor will without limitation and 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 applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
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

EXHIBIT 1
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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 sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. 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, facsimile or email, 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 herein.

EXHIBIT 1
DRAFT AGREEMENT

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 A.R.S §§ 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 this 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 if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director, Wendy Tarpley, Financial Management Analyst
DATE: 10/23/2025
SUBJECT: Reimbursement Resolution

BACKGROUND:

At the July 8, 2025 Special Budget Meeting & Retreat, staff discussed with Council the feasibility of issuing 20- or 30-year municipal bonds to fund current capital needs, including a new Public Services Building, the remodel of Fire Station #3, and a solution for the deteriorating gym facility.

To assist in evaluating funding options, staff engaged the financial advisory firm PRAG, through the Florida League of Cities, to conduct a general capital needs analysis. Based on this analysis, PRAG provided funding options for the projects mentioned.

DISCUSSION:

The purpose of this resolution is to allow the City to reimburse itself from future bond proceeds for any expenditures related to these projects—specifically, costs already incurred for the Fire Station #3 remodel and any expenses related to the acquisition of a recreational facility.

Importantly, this resolution does not obligate the City to issue debt. It simply preserves the option to seek reimbursement from future bond proceeds should the City decide to move forward with bond financing.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The financial impact will incur at the time of bond issuance and result in annual debt service payments.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 2026-2

Attachments

1. City of Crestview Reimbursement Resolution

RESOLUTION: 2026- 2

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crestview, Florida (the "Issuer") desires to fund the acquisition, construction, renovation, improvement and equipping of a new public services facility, a recreational facility, and a fire station of the Issuer (collectively, the "Projects").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for the costs of the Projects to be paid by the Issuer in connection with the Projects. The total amount of debt to be incurred by the Issuer to reimburse itself for expenditures paid with respect to the Projects will not exceed \$30,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations. No funds from sources other than the reimbursement bond issue are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer for such expenditures pursuant to its budget or financial policies.

SECTION 3. The expenditures to be reimbursed pursuant to this Resolution will be paid from the amounts available in the Issuer's General Fund and other available funds of the Issuer as may be allowed for the purpose of implementing the Projects.

SECTION 4. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 5. All resolutions or orders and parts thereof in conflict herewith to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED, by the City Council of the City of Crestview, Florida on the 27th day of October, 2025.

CITY OF CRESTVIEW, FLORIDA

J.B. Whitten, Mayor

ATTEST:

Maryanne Girard, City Clerk

RESOLUTION: 2025-02

**A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA
ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN
PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE
TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER
MATTERS IN CONNECTION THEREWITH; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Crestview, Florida (the "Issuer") desires to fund the acquisition, construction, renovation, improvement and equipping of a new public services facility, a recreational facility, and a fire station of the Issuer (collectively, the "Projects").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for the costs of the Projects to be paid by the Issuer in connection with the Projects. The total amount of debt to be incurred by the Issuer to reimburse itself for expenditures paid with respect to the Projects will not exceed \$30,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations. No funds from sources other than the reimbursement bond issue are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer for such expenditures pursuant to its budget or financial policies.

SECTION 3. The expenditures to be reimbursed pursuant to this Resolution will be paid from the amounts available in the Issuer's General Fund and other available funds of the Issuer as may be allowed for the purpose of implementing the Projects.

SECTION 4. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this

Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 5. All resolutions or orders and parts thereof in conflict herewith to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED, by the City Council of the City of Crestview, Florida on the 27th day of October, 2025.

CITY OF CRESTVIEW, FLORIDA

J.B. Whitten, Mayor

ATTEST:

Maryanne Girard, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 10/23/2025
SUBJECT: Status of City Clerk's PIP

BACKGROUND:

The City Clerk was placed on a PIP 90 days ago.

DISCUSSION:

The council will review the PIP that the City Clerk was placed on 90 days ago, and request an update on her progress.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 10/23/2025
SUBJECT: Financial Update - Finance Director

BACKGROUND:

This is a presentation of the monthly financial information as required by the City Charter.

DISCUSSION:

Below you will find the links to the September payment registers as well as the August Monthly Financial Statement.

Follow this link by clicking on the icon with the arrow for the [August](#) Financial Statements.

Follow this link by clicking on the icon with the arrow for the [September](#) Check Registers

Follow this link by clicking on the icon with the arrow for the [September](#) Amazon Registers.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

For informational purposes.

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: October 27, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, City Manager
DATE: 10/23/2025
SUBJECT: City Manager Updates

BACKGROUND:

Information will be provided on on-going projects.

DISCUSSION:

Projects are presented as needed.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

n/a

Attachments

None