

# **City of Mesa, AZ**

Contract 2017025

*for*

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

*with*

The Toro Company

Effective: April 1, 2017

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

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



AGREEMENT PURSUANT TO SOLICITATION

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

**CITY OF MESA, Arizona (“City”)**

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

**AND**

**THE TORO COMPANY, (“Contractor”)**

Mailing Address	8111 Lyndale Ave South Bloomington, MN 55420
Delivery Address	
Attention	Peter Whitacre Regional Business Manager
E-Mail	<a href="mailto:Peter.Whitacre@Toro.com">Peter.Whitacre@Toro.com</a>
Telephone	(952) 887-7936
Facsimile	

## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

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

### RECITALS

- A. The City issued solicitation number **2017025** ("Solicitation") for **GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

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

### TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **April 1, 2017** and ending on **March 31, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 5.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 5.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 5.3 **Delivery**. City acknowledges that delivery will be made by contractor's dealers and/or distributors, which are independent businesses. Deliveries shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order.
2. **Scope of Work**. Except as otherwise specified in this Agreement, the Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement



4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
  - a. Agreement
  - b. Exhibits
    1. Mesa Standard Terms & Conditions
    2. Scope of Work
    3. Other Exhibits not listed above
  - c. Solicitation including any addenda
  - d. Contractor Response

5. **Payment.**

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

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

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

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

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

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

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

- 5.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 5.5 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

## 6. **Insurance.**

- 6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
  - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
  - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
7. **Requirements Contract.** The Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase prior to the time any product within the purchase order has been shipped; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled the City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will

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

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

Exhibits to this Agreement are the following:

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

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

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

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

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


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

**CITY OF MESA, ARIZONA**

By: \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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

**THE TORO COMPANY**

By: \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Brad Hamilton  
VP, General Manager  
2/21/17

**Reviewed by:**

  
Signature \_\_\_\_\_

Jess Romney, CPPB  
Procurement Officer

**EXHIBIT A  
SCOPE OF WORK**

1. **INTENT:** It is the intent of the City of Mesa to enter into a contract with a supplier(s) for the purchase of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment. Qualified suppliers must have the capability to provide these products in all respects, in accordance with the Contract documents and to the satisfaction of the City.
  
2. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, as defined in Exhibit D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Exhibit D contains additional information on National IPA and the cooperative purchasing agreement.

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

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

3. **GENERAL REQUIREMENTS:**
  - A. **QUALIFIED FIRMS:** Contractor should meet the minimum qualifications;
    1. Be an authorized distributor or manufacturer.
    2. Have a strong national presence in the grounds maintenance equipment industry.
    3. Have a distribution model capable of delivering products nationwide.
    4. Have a demonstrated sales presence.
    5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Used Equipment*

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

*See Warranty documents as follows:*





## Toro General Commercial Product Warranty

### A Two-Year Limited Warranty

#### Conditions and Products Covered

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

\* Product equipped with an hour meter.

#### Instructions for Obtaining Warranty Service

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

Toro Commercial Products Service Department  
Toro Warranty Company  
8111 Lyndale Avenue South  
Bloomington, MN 55420-1196  
952-888-8801 or 800-952-2740  
E-mail: commercial.warranty@toro.com

#### Owner Responsibilities

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

#### Items and Conditions Not Covered

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

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

#### Countries Other than the United States or Canada

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

- Normal noise, vibration, wear and tear, and deterioration.
- Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.

#### Parts

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

#### Deep Cycle and Lithium-Ion Battery Warranty:

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

#### Maintenance is at Owner's Expense

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

#### General Conditions

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

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

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

#### Note regarding engine warranty:

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

- D. **MAINTENANCE FACILITIES:** The equipment specified in this contract is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor, or its dealers and/or distributors, is/are required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.
- E. **VENDOR PARTS AND SERVICE:** The Contractor or its dealers and/or distributors will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall encourage its dealers and/or distributors to be capable of providing parts within twenty-four (24) hours and shall be capable of being on site to respond to service requests within twenty-four (24) hours unless otherwise communicated and accepted by City or Participating Agency.
- F. **CATALOGS:** Within ten (10) days after contract award and after request from City staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.
- G. **MODIFICATIONS OF TERMS:** Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract

4. **PRODUCT REQUIREMENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

- B. CURRENT PRODUCTS:** All products being offered in response to this contract and labeled as new shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this contract.
- C. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification unless otherwise communicated and accepted by the City or Participating Agency.
- D. EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agencies Contract Representative.
- E. EQUIPMENT STANDARDS AND GUIDELINES:** All riding equipment must comply with appropriate ASAE (American Society of Agricultural Engineers – [www.asae.org](http://www.asae.org)), SAE (Society of Automotive Engineers – [www.sae.org](http://www.sae.org)) and OSHA (Occupational Safety and Health Administration – [www.osha.org](http://www.osha.org)) standards for roll-over protection. All vehicles must comply with appropriate ANSI (American National Standards Institute – [www.ansi.org](http://www.ansi.org)) standards as related to operation on slopes.
- F. SAFETY STANDARDS:** The Contractor shall certify that the equipment being offered is designed and includes operating features that comply with the safety standard promulgated under the Federal Occupational Safety and Health Act (OSHA).

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

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

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

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

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

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

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

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

1. Describe any government rebate programs that are offered.

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

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

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

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

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

2. Describe how equipment training will be conducted.

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

3. Describe the training curriculum for the equipment operators.

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

4. Describe the training curriculum for the service technicians.

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

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

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

5. How will you accommodate various work shifts?

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

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

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

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

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

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

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

1. Provide detailed information explaining your service capabilities.

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

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

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

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

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

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

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

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

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

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

## EXHIBIT B PRICING

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

*We have six Business Units represented in this proposal.*

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

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

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

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

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

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

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

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

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

The screenshot shows the iQuote web application interface. At the top, there is a navigation bar with the iQuote logo and the text "Hello Peter Whitacre | Toro Sales & Marketing". Below the navigation bar are four tabs: "1. Choose Category", "2. Select Model", "3. Configure Product", and "4.". The main content area is titled "Set Pricing and Quantity" and shows a quote for a GM 4000-D tractor. The quote includes a table with columns for Qty, Description, Product ID, Ext MSRP, Ext DNET, Unit Award Price, and Ext Award Price. The quote also includes a "Toro Protection Plus" dropdown menu and a "CONFIRM PRICE" button. A "TIER 4" logo is visible on the right side of the interface.

Qty	Description	Product ID	Ext MSRP	Ext DNET	Unit Award Price	Ext Award Price
1	GM 4000-D (Tier 4 Final Compliant) (30609 / 30609A)	30609	\$77,899.00	\$54,529.00		
<b>SUBTOTALS</b>			<b>\$77,899.00</b>	<b>\$54,529.00</b>		
<b>TOTALS</b>			<b>\$77,899.00</b>	<b>\$54,529.00</b>		

**WARNING:** To avoid violation of antitrust laws, Distributors must establish their own retail pricing

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

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



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

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

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

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

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

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

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

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

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

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

\$900,000 +

\$36,000

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

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

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

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

**REVISED PRICING AND COMPENSATION**

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

**SAMPLE EQUIPMENT PRICING**

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

ITEM #	EQUIPMENT DESCRIPTION	UNIT PRICE
1	Bunker Rake, as per specifications Toro Sand Pro 5040, model 08705 MANUFACTURER AND MODEL NUMBER	\$ 17,423.88
2	Heavy Duty Utility Vehicle, as per specifications Toro Workman HDX Auto, model 07390 MANUFACTURER AND MODEL NUMBER	\$ 22,481.84
3	Surrounds Mower, as per specifications Toro RM3100-D, model 03170 & 03189 reels MANUFACTURER AND MODEL NUMBER	\$ 29,530.85
4	Triplex Greens Mower, as per specifications Toro GR3150-Q, model 04358 and 04654 reels MANUFACTURER AND MODEL NUMBER	\$ 29,773.88
5	Wide Area Rotary Mower, as per specifications Toro GM4100-D Tier4, model 30608 MANUFACTURER AND MODEL NUMBER	\$ 62,262.63
6	Fairway Mower, as per specifications Toro RM5510-D Tier 4, model 03607 & 03641 reels MANUFACTURER AND MODEL NUMBER	\$ 58,619.52
<b>EQUIPMENT TOTAL FOR ITEMS 1-6</b>		\$ 220,092.30

**SAMPLE PARTS PRICING**

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

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1) Toro, part# 108-3008 MANUFACTURER AND PART NUMBER	\$ 15.98
8	Rake plate for Bunker Rank (see item 1) Toro, part# 84-2280-03 MANUFACTURER AND PART NUMBER	\$ 13.35
9	Hydraulic Filter for Utility Vehicle (see item 2) Toro, part# 54-0110 MANUFACTURER AND PART NUMBER	\$ 9.98

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

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name \_\_\_\_\_  
11/7/2016

Toro

Date: 12/9/2016  
RFP # 2017025

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein. Notwithstanding the foregoing, City acknowledges that products and services subject to this agreement are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for its dealers and/or distributors and no authority to require them to provide goods or services subject to this Agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
  - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

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

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

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

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
  12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
    - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
    - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
  13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
  14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
  15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
  16. **DEFAULT.**
    - a. A party will be in default if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
    - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - iv. Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the reasonable excess cost by: (i) requiring reimbursement to the City within a commercially reasonable amount of time; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all reasonable, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, reasonable administrative expenses, attorneys' fees, and costs. All transactions must be documented.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.



20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those goods and services provided up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

- cooperation, including reasonable assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
  28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
  29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
  30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
  31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed for the City of Mesa. All other agencies will be FOB destination and will be freight collect unless otherwise agreed.
  32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
  33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
  34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
  35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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

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

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

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

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or

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

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

**EXHIBIT D  
NATIONAL IPA DOCUMENTS**

**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

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

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

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

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

**1.2 Marketing, Sales and Administrative Support**

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

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

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

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

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

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

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

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

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

**1.3 Estimated Volume**

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

**1.4 Award Basis**

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

**1.5 Objectives of Cooperative Program**

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

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

2.0 **REPRESENTATIONS AND COVENANTS**

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

2.1 **Corporate Commitment**

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

2.2 **Pricing Commitment**

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

2.3 **Sales Commitment**

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

2.4 **Responsibilities of Independent Dealers and Distributors**

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

3.0 **SUPPLIER QUALIFICATIONS**

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

### 3.1 Company

#### A. Brief history and description of your company.

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

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

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

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

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

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

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

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

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

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

#### D. Annual sales for the three previous fiscal years.

[REDACTED]

#### E. Submit your FEIN and Dunn & Bradstreet report.

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

### 3.2 Distribution, Logistics

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

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



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

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

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

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

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

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

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

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

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

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

### 3.3 **Marketing and Sales**

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

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

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

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

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

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

*As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this 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 – National IPA list*

*email Blast – NIGP list*

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

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

*This will be done through our Distributor Operating Bulletins.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Toro acknowledges this requirement and will comply.*

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

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

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

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

- i. Marketing  
Paula Sliefert  
Sr. Marketing Manager  
952-887-7107  
[Paula.Sliefert@toro.com](mailto:Paula.Sliefert@toro.com)
- ii. Sales  
Pete Whitacre  
District Sales Manager  
952-887-7936  
[Peter.Whitacre@toro.com](mailto:Peter.Whitacre@toro.com)
- iii. Sales Support  
Joan Olson  
Administrative Assistant  
952-887-8838  
[Joan.Olson@toro.com](mailto:Joan.Olson@toro.com)
- iv. Financial Reporting  
Anthony Sacco  
Programs Administrator  
952-887-7255  
[Anthony.Sacco@toro.com](mailto:Anthony.Sacco@toro.com)
- v. Contracts  
Jon Stodola  
Government Sales Manager  
952-887-7937  
[Jon.Stodola@toro.com](mailto:Jon.Stodola@toro.com)

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

*The Toro Company*

*Rick Olson – President & CEO*

*Brad Hamilton – Vice President, Commercial Division*

*Brad reports to Rick Olson. Reporting to Brad are our directors of sales, marketing, technical operations, customer care and controller for Commercial Division. Brad can be reached at 952-887-8815 or [brad.hamilton@toro.com](mailto:brad.hamilton@toro.com)*

*Jim Heinze – Director, Commercial Sales*

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

### *Distribution*

*Most of our distributors are privately owned companies that are the connection from Toro to end use customer. The sales managers that report to the owners of these companies will 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 and a contact list with this proposal.*

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

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

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

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

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

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

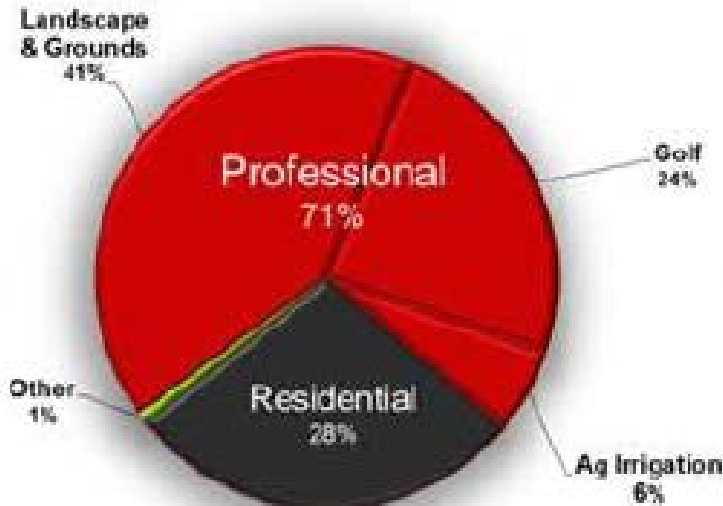
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

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

# DIVERSE PORTFOLIO

F'16 REVENUES—\$2.4 BILLION

## Segments & Markets



**Professional**

F'16 Sales: \$1.71B  
F'16 Segment Earnings: 20.6%

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

**Residential**

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

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

6

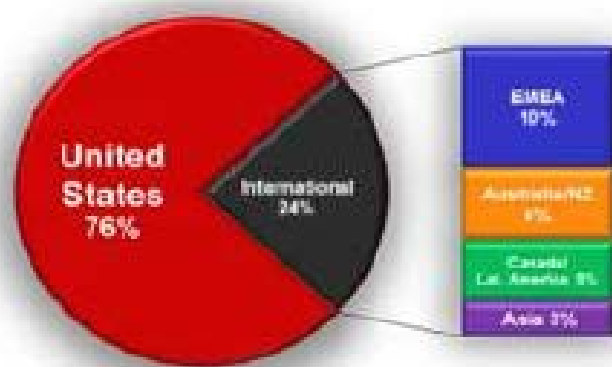
# DIVERSE PORTFOLIO

F'16 REVENUES—\$2.4 BILLION

## Products



## Geography



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

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

We are also equipped to conduct Electronic Funds Transfer payments.

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



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

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
  - v. Respond to any bid separate from Master Agreement (Contract sales not reported to National IPA).

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



# City Council Report

**Date:** March 20, 2017  
**To:** City Council  
**Through:** Michael Kennington, Chief Financial Officer  
**From:** Edward Quedens, MPA, C.P.M., CPPO, Business Services Director  
Matt Bauer, MBA, CPPO, CPPB, CPSM, Procurement Administrator  
**Subject:** Five-Year National Cooperative Contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment for the Parks, Recreation and Community Facilities (PRCF) Department  
**(Citywide)**

## Purpose and Recommendation

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

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

## Background / Discussion

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

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

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



## **Alternatives**

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

## **Fiscal Impact**

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

## **Coordinated With**

Parks, Recreation and Community Facilities Department, and Purchasing

## **PURCHASING INFORMATION**

Action: Initial Award

Procurement Type: Request for Proposals

Solicitation Number: 2017025

Vendors Registered: ProcureAZ (632) and Vendor Self Service (126)

Advertising: ProcureAZ and Purchasing Website

Downloads: 61

Responses: 3

Local Consideration: Not applicable as there were no Mesa responses

Protests Received: None

Initial Contract Term: Five years

Possible Renewals: Two, one-year renewals subject to future Council consideration

Prices: Future price increases are capped by the Producer Price Index

Pricing Available to Other Cooperative Agencies: Yes

## **December 14, 2016 Responses**

Harper Turf Equipment dba Harper Industries, Inc. – Harper, KS

Textron, Inc. dba Jacobsen, a Division of Textron – Charlotte, NC

The Toro Company dba Toro – Bloomington, MN

**Proposal Final Scoring Results**

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

**AWARD RECOMMENDATION**

***The Toro Company dba Toro  
Bloomington, MN***

Description
<p>Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment per Agreement No. 2017025; Exhibits – Scope of Work, Pricing, Mesa Standard Terms and Conditions, and National IPA documents; Solicitation including any addenda; and Contractor Response</p> <p style="text-align: center;"><b>Annual Contract Amount: <u>\$351,325.00</u></b></p>

## Attachment: Exceptions Taken

### Scope of Work; 3 General Requirements

- C. WARRANTY:** Offeror shall warrant that all equipment and parts labeled as new and furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
- D. MAINTENANCE FACILITIES:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor, or its dealers and/or distributors, is/are required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.
- E. VENDOR PARTS AND SERVICE:** The Contractor or its dealers and/or distributors will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall encourage its or its dealers and/or distributors to be capable of providing parts within twenty-four (24) hours and shall be capable of being on site to respond to service requests within twenty-four (24) hours unless otherwise communicated and accepted by City or Participating Agency.

### Scope of Work; 4 Product Requirements

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

### Draft Document; Terms and Conditions; Exhibit 1

- 1.3 Delivery.** City acknowledges that Delivery will be made by contractor's dealers and/or distributors, which are independent businesses. Deliveries shall be made to the location(s) contained in the Scope of Work within 30 days after receipt of an order.
- 2. Scope of Work.** Except as otherwise specified in this Agreement, 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 its dealers and/or distributors. Contractor agrees to make the terms of this agreement known to applicable dealers and/or distributors and to use reasonable efforts to incent to provide goods and services to City or Participating Agency subject to the terms of this agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.

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

### **Exhibit 1 Draft Contract Exhibit C Mesa Standard Terms and Conditions**

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

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

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

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the reasonable excess cost by: (i) requiring ~~immediate~~ reimbursement to the City within a commercially reasonable amount of time; (ii) deduction from an unpaid balance due to Contractor; (iii)

- collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all reasonable, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, reasonable administrative expenses, attorneys' fees, and costs. All transactions must be documented.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.

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

#### **24. INDEMNIFICATION/LIABILITY.**

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

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

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

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

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

## National IPA Contract (Attachment D) Exceptions

### 2.1 Corporate Commitment

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

### 2.2 Pricing Commitment

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

### 2.3 Sales Commitment

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

### 2.4 Responsibilities of Independent Dealers and Distributors

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

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as ~~your~~ one of your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award ~~as the public sector~~ one of our primary go-to-market strategies within first 10 days
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

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

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



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

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

Thanks

Jess Romney, CPPB  
Procurement Officer  
City of Mesa  
Phone: 480 644-5798  
Fax: 480 644-2655

[Jess.romney@mesaaz.gov](mailto:Jess.romney@mesaaz.gov)

Work hours: Mon. – Thu. 7 a.m. – 6 p.m.

Closed Fridays



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

Jess,

We are in agreement with the changes you have made. I am working with AI to schedule a discussion for next week.

Best regards,

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

Office: 952-887-7936

Cell: 612-963-0892

Fax: 952-887 8694



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

Peter,

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

Thanks

Jess Romney, CPPB  
Procurement Officer  
City of Mesa  
Phone: 480 644-5798  
Fax: 480 644-2655

[Jess.romney@mesaaz.gov](mailto:Jess.romney@mesaaz.gov)

Work hours: Mon. – Thu. 7 a.m. – 6 p.m.

Closed Fridays



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

Jess,

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

Best regards,

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

Office: 952-887-7936

Cell: 612-963-0892

Fax: 952-887 8694

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# A RESPONSE TO THE CITY OF MESA

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

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



Provided by The Toro Company – December 14, 2016



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

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

*See the attached 'Letter of Transmittal' document.*



The Toro Company

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

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

December 9, 2016

Dear Mr. Romney,

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

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

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

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

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

Best regards,

Brad Hamilton  
Vice President  
Commercial Division  
The Toro Company

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

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

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

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

Include:

- i. A brief history and description of your company.

#### **About The Toro Company**

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

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

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

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



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

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

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

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

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

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

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

*Toro also offers the 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 and BOSS divisions. We are confident we represent the most complete offering for your ground maintenance equipment needs, not only for the City of Mesa, but also for other public agencies nationally.*

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

**City of Peoria**

**Charlie Johnson, PW-UT Management Analyst  
Public Works Management Analyst**

8850 N. 79<sup>th</sup> Ave.

City of Peoria, AZ 85345

623-764-4641 Cell | 623-773-7495 Desk | 623-773-7496 Fax

[Charles.Johnson@peoriaaz.gov](mailto:Charles.Johnson@peoriaaz.gov)

**Combined Sales 11/01/16 – 11/21/16 \$1,111,122 Toro Commercial Equipment**

---

**City of Tucson**

**Frank Barajas**

900 S. Randolph Way

Tucson, AZ 85716

520-631-3629 Cell | 520-791-4872 x 213 | 520-791-4008 Fax

[Fbaraja1@ci.tucson.az.us](mailto:Fbaraja1@ci.tucson.az.us)

**Combined Sales 11/01/16 – 11/21/16 \$618,300 Toro Commercial Equipment and Golf Irrigation products**

---

**City of Tempe**

**Michael Greene, Procurement Administrator**

20 East 6<sup>th</sup> Street

Tempe, AZ 85280

480-350-8516 office | 480-858-7701 fax

[Michael.greene@tempe.gov](mailto:Michael.greene@tempe.gov)

**Combined Sales 11/01/16 – 11/21/16 \$1,317,589 Toro Commercial Equipment**

---

**City of Goodyear**

**Charles Schneider, Fleet Superintendent**

**Municipal Services/Public works**

4971 S. 157<sup>th</sup> Ave.

Goodyear, AZ 85338

623-208-0112 Cell | 623-882-7195 Office

[Charles.Schneider@goodyearaz.gov](mailto:Charles.Schneider@goodyearaz.gov)

**Combined Sales 11/01/16 – 11/21/16 \$612,612 Toro Commercial Equipment**

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

See attachment D.

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

### **Toro Staff**

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

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

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

### **Professional Affiliations**

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

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

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

Commercial Advisory Board: Invited Member

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

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

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

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

Synthetic Turf Council (STC): Member

Snow & Ice Management Association (SIMA): Member

American Public Works Association (APWA): Member

Leadership in Educational Facilities (APPA): Member

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

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

#### **Simpson Norton Staff**

**Shelly Spencer**, CSE - Sports Fields & Grounds Manager and a Member of STMA.

Over 34 years in the industry with the last 14 years focused on Contracts and the municipal customer. Shelly will be the main contact person for this contract. She is the inside sales person. Her responsibilities include:

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

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

#### **In-house techs:**

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

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

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

#### **Personnel**

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

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

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

**In-field techs:**

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

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

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

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

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

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

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

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

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

Attachment D



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

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

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

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

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

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

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

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

## **1.2 Marketing, Sales and Administrative Support**

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

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

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

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

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

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

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

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

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

## **1.3 Estimated Volume**



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

#### **1.4 Award Basis**

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

#### **1.5 Objectives of Cooperative Program**

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

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

## **2.0 REPRESENTATIONS AND COVENANTS**

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

Requirements for National Cooperative Contract

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

### **2.1 Corporate Commitment**

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

### **2.2 Pricing Commitment**

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

### **2.3 Sales Commitment**

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

## **3.0 SUPPLIER QUALIFICATIONS**

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

### **3.1 Company**

A. Brief history and description of your company.

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

Requirements for National Cooperative Contract

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

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

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

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

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

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

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

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

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

D. Annual sales for the three previous fiscal years.



E. Submit your FEIN and Dunn & Bradstreet report.

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

### **3.2 Distribution, Logistics**

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

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

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

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

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

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

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

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

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

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

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

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

### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

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

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

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

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

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

*As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this 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 – National IPA list*

*email Blast – NIGP list*

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

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

*This will be done through our Distributor Operating Bulletins.*

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - *National IPA logo would remain as a part of the National Ads in Government Sector publications*
  - *Print collateral pieces would be updated and released*

- *A Webinar will be conducted with Distributor partners as a part of the Sports Fields & Grounds (SFG) market training*
  - *Distributors will be hosting SFG open house events where the Contract will be a section of the presentations*
  - *Training – Toro University both in person and on-line will take place*
- iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

*Toro acknowledges this requirement and will comply.*

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

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

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

**i. Marketing**

***Paula Sliefert***  
***Sr. Marketing Manager***  
***952-887-7107***  
[\*Paula.Sliefert@toro.com\*](mailto:Paula.Sliefert@toro.com)

**ii. Sales**

***Pete Whitacre***  
***District Sales Manager***  
***952-887-7936***  
[\*Peter.Whitacre@toro.com\*](mailto:Peter.Whitacre@toro.com)

**iii. Sales Support**

***Joan Olson***  
***Administrative Assistant***  
***952-887-8838***  
[\*Joan.Olson@toro.com\*](mailto:Joan.Olson@toro.com)

**iv. Financial Reporting**

***Anthony Sacco***  
***Programs Administrator***

952-887-7255

[Anthony.Sacco@toro.com](mailto:Anthony.Sacco@toro.com)

v. Contracts

*Jon Stodola*

*Government Sales Manager*

952-887-7937

[Jon.Stodola@toro.com](mailto:Jon.Stodola@toro.com)

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

The Toro Company

*Rick Olson – President & CEO*

*Brad Hamilton – Vice President, Commercial Division*

*Brad reports to Rick Olson. Reporting to Brad are our directors of sales, marketing, technical operations, customer care and controller for Commercial Division. Brad can be reached at 952-887-8815 or [brad.hamilton@toro.com](mailto:brad.hamilton@toro.com)*

*Jim Heinze – Director, Commercial Sales*

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

Distribution

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

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

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

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

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

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

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

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

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

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

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

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

*We are also equipped to conduct Electronic Funds Transfer payments.*

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



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

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

*See attachment 'Exceptions Taken' for detail.*

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT

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

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein "Principal Procurement Agency") has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (herein "Product");

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

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

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

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

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

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

**DEFINITIONS**

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

## TERMS AND CONDITIONS

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

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

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

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

## TERM OF AGREEMENT

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

## NATIONAL PROMOTION

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

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

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

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

**MONTHLY REPORTING & FEES**

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

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

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

**GENERAL PROVISIONS**

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

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

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

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

A. National Intergovernmental Purchasing Alliance Company

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

B. Supplier

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



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

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

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

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

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

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Ward H. Brown

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Chief Operating Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices.
3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE

5. That the Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
6. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.
8. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.
9. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

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

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

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

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

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

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS  
INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT

ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT

LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT

RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT



**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

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

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

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

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT

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

ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY , UT  
ALPINE DISTRICT , UT  
AMERICAN LEADERSHIP ACADEMY , UT  
AMERICAN PREPARATORY ACADEMY , UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES , UT  
BEAR RIVER CHARTER SCHOOL , UT  
BEAVER SCHOOL DISTRICT , UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT , UT  
CBA CENTER , UT  
CACHE SCHOOL DISTRICT , UT  
CANYON RIM ACADEMY , UT  
CANYONS DISTRICT , UT  
CARBON SCHOOL DISTRICT , UT  
CHANNING HALL , UT  
CHARTER SCHOOL LEWIS ACADEMY , UT  
CITY ACADEMY , UT  
DAGGETT SCHOOL DISTRICT , UT  
DAVINCI ACADEMY , UT  
DAVIS DISTRICT , UT  
DUAL IMMERSION ACADEMY , UT  
DUCHESNE SCHOOL DISTRICT , UT  
EARLY LIGHT ACADEMY AT DAYBREAK , UT  
EAST HOLLYWOOD HIGH , UT  
EDITH BOWEN LABORATORY SCHOOL , UT  
EMERSON ALCOTT ACADEMY , UT  
EMERY SCHOOL DISTRICT , UT  
ENTHEOS ACADEMY , UT  
EXCELSIOR ACADEMY , UT  
FAST FORWARD HIGH , UT  
FREEDOM ACADEMY , UT  
GARFIELD SCHOOL DISTRICT , UT  
GATEWAY PREPARATORY ACADEMY , UT  
GEORGE WASHINGTON ACADEMY , UT  
GOOD FOUNDATION ACADEMY , UT  
GRAND SCHOOL DISTRICT , UT  
GRANITE DISTRICT , UT  
GUADALUPE SCHOOL , UT  
HAWTHORN ACADEMY , UT  
INTECH COLLEGIATE HIGH SCHOOL , UT

IRON SCHOOL DISTRICT , UT  
ITINERIS EARLY COLLEGE HIGH , UT  
JOHN HANCOCK CHARTER SCHOOL , UT  
JORDAN DISTRICT , UT  
JUAB SCHOOL DISTRICT , UT  
KANE SCHOOL DISTRICT , UT  
KARL G MAESER PREPARATORY ACADEMY , UT  
LAKEVIEW ACADEMY , UT  
LEGACY PREPARATORY ACADEMY , UT  
LIBERTY ACADEMY , UT  
LINCOLN ACADEMY , UT  
LOGAN SCHOOL DISTRICT , UT  
MARIA MONTESSORI ACADEMY , UT  
MERIT COLLEGE PREPARATORY ACADEMY , UT  
MILLARD SCHOOL DISTRICT , UT  
MOAB CHARTER SCHOOL , UT  
MONTICELLO ACADEMY , UT  
MORGAN SCHOOL DISTRICT , UT  
MOUNTAINVILLE ACADEMY , UT  
MURRAY SCHOOL DISTRICT , UT  
NAVIGATOR POINTE ACADEMY , UT  
NEBO SCHOOL DISTRICT , UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES) , UT  
NOAH WEBSTER ACADEMY , UT  
NORTH DAVIS PREPARATORY ACADEMY , UT  
NORTH SANPETE SCHOOL DISTRICT , UT  
NORTH STAR ACADEMY , UT  
NORTH SUMMIT SCHOOL DISTRICT , UT  
ODYSSEY CHARTER SCHOOL , UT  
OGDEN PREPARATORY ACADEMY , UT  
OGDEN SCHOOL DISTRICT , UT  
OPEN CLASSROOM , UT  
OPEN HIGH SCHOOL OF UTAH , UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT  
PARADIGM HIGH SCHOOL , UT  
PARK CITY SCHOOL DISTRICT , UT  
PINNACLE CANYON ACADEMY , UT  
PIUTE SCHOOL DISTRICT , UT  
PROVIDENCE HALL , UT  
PROVO SCHOOL DISTRICT , UT  
QUAIL RUN PRIMARY SCHOOL , UT  
QUEST ACADEMY , UT  
RANCHES ACADEMY , UT  
REAGAN ACADEMY , UT  
RENAISSANCE ACADEMY , UT  
RICH SCHOOL DISTRICT , UT  
ROCKWELL CHARTER HIGH SCHOOL , UT  
SALT LAKE ARTS ACADEMY , UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT , UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
UT  
SAN JUAN SCHOOL DISTRICT , UT  
SEVIER SCHOOL DISTRICT , UT  
SOLDIER HOLLOW CHARTER SCHOOL , UT  
SOUTH SANPETE SCHOOL DISTRICT , UT  
SOUTH SUMMIT SCHOOL DISTRICT , UT  
SPECTRUM ACADEMY , UT  
SUCCESS ACADEMY , UT  
SUCCESS SCHOOL , UT  
SUMMIT ACADEMY , UT  
SUMMIT ACADEMY HIGH SCHOOL , UT  
SYRACUSE ARTS ACADEMY , UT  
THOMAS EDISON - NORTH , UT

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

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF  
HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

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

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

1. Distribution Network

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SAMPLE MONTHLY SALES REPORT TO NATIONAL IPA**

National IPA Sales  
For the Month of XX

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

## SAMPLE OF TORO SALES REPORT BY CUSTOMER

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

## 3. Product Requirements.

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

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

- SPORTS FIELDS AND GROUNDS EQUIPMENT

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

- GOLF COURSE MAINTENANCE EQUIPMENT

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

- RELATED EQUIPMENT PARTS

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

- USED EQUIPMENT

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

- BALANCE OF LINE

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

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

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

*Due to the stocking level at our distributors and our logistics systems in place, we have achieved a 98% average same day parts fulfillment rate nationally.*

*As for repairs, each instance will differ in the scope of work but a timeframe will be agreed on with the customer for repair and return of product to the customer.*

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

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

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

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

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

*Used Equipment*

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

*See Warranty documents as follows:*





## Toro General Commercial Product Warranty

### A Two-Year Limited Warranty

#### Conditions and Products Covered

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

#### Instructions for Obtaining Warranty Service

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

Toro Commercial Products Service Department  
Toro Warranty Company  
8111 Lyndale Avenue South  
Bloomington, MN 55420-1196  
952-888-8801 or 800-952-2740  
E-mail: commercial.warranty@toro.com

#### Owner Responsibilities

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

#### Items and Conditions Not Covered

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

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

#### Countries Other than the United States or Canada

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

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- Normal noise, vibration, wear and tear, and deterioration.
- Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.

#### Parts

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

#### Deep Cycle and Lithium-Ion Battery Warranty:

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

#### Maintenance is at Owner's Expense

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

#### General Conditions

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

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

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

#### Note regarding engine warranty:

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



## TORO PROTECTION PLUS COMMERCIAL EQUIPMENT PLAN

CUSTOMER NAME		
ADDRESS		
CITY	STATE/ PROVINCE	ZIP
PHONE NUMBER W/AREA CODE		
ISSUING DISTRIBUTOR		
LIENHOLDER (IF ANY)	CITY	STATE
TYPE OF COVERAGE	LENGTH OF TORO PROTECTION PLUS	
TORO WARRANTY START DATE	LENGTH OF TORO WARRANTY <i>Months</i>	

PLAN PURCHASE DATE	
TOTAL EQUIPMENT PURCHASE PRICE	
EQUIPMENT MODEL NUMBER	EQUIPMENT SERIAL NUMBER
ATTACHMENT MODEL NUMBER	ATTACHMENT SERIAL NUMBER
EQUIPMENT TYPE	
PROTECTION COVERAGE CODE	

This plan is not an insurance policy. It is an agreement between you, the Customer, and The Toro Company or one of its wholly owned subsidiaries or affiliates ("Toro"). By acceptance of this Plan, Customer understands there are distinct coverages, terms and condition, and that coverage is for Toro products exclusively, and is subject to approval and acceptance by Toro.

### COMPREHENSIVE PROTECTION

**ALL OPERATIONAL PARTS, COMPONENTS, ASSEMBLIES OF THE MACHINE INDICATED ABOVE,** including Toro manufactured options, accessories, and attachments not requiring independent Plan coverage purchased with and included in the Equipment Price indicated above, subject only to those exclusions stated on the back of this Plan.

**TRANSPORTATION BENEFIT:** If Customer incurs transportation Expenses due to the breakdown of a covered component, the Plan will pay up to \$77 for mobile service or \$0.50/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess. Benefit Rates are subject to change; please consult your Distributor or Dealer for current rates found in the Toro Warranty Policy and Procedure Manual.

### DRIVETRAIN PROTECTION

**ENGINE:** All parts contained within the engine block, cylinder head, crankcase or motor housing; the engine block, cylinder head, crankcase or motor housing if damaged by the mechanical breakdown of a covered internal part.

**MANUAL OR HYDROSTATIC TRANSMISSION OR TRANSAXLE:** All parts contained within the transmission or transaxle case; the transmission or transaxle case if damaged by the breakdown of a covered internal part; hydrostatic or hydraulic pumps, valves and motors.

**DRIVE AXLES/DRIVE ASSEMBLIES:** All parts contained within the drive axle housings and 4 wheel drive assemblies; the drive axle housing if damaged by the mechanical breakdown of a covered internal part; hydraulic drive pumps, valves, steel lines and motors which are attached to the main frame of the machine.

**TRANSPORTATION BENEFIT:** If Customer incurs transportation Expenses due to the mechanical breakdown of a covered component, the Plan will pay up to \$77 for mobile service or \$0.50/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess. Benefit Rates are subject to change; please consult your Distributor or Dealer for current rates found in the Toro Warranty Policy and Procedure Manual.

**TORO PROTECTION PLUS**  
 P. O. Box 15163 • Lenexa, KS 66285  
 Customer Service: [tppsales@toro.com](mailto:tppsales@toro.com)  
 Claims Inquiries: [tpclaims@toro.com](mailto:tpclaims@toro.com)

**800-976-TORO**  
**(800-976-8676)**

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## COMMERCIAL EQUIPMENT PLAN TERMS and CONDITIONS

### BREAKDOWN COVERAGE:

The Toro Company or one of its wholly owned subsidiaries or affiliates ("Toro") agrees to repair, replace or reimburse Customer for reasonable cost to repair or replace any covered part, component, or assembly of the covered machine if required due to a breakdown, subject only to the exclusions stated below. Breakdown is defined as the sudden or unforeseen failure of a defective part, component or assembly", or, "faulty workmanship on a part, component or assembly as supplied by the manufacturer". Reasonable cost is defined as the amount charged for the repair or replacement of covered parts at prevailing labor rates, using Toro parts of like kind and quality, which may include approved used and/or remanufactured parts when necessitated or available.

### TERM:

The term of the Plan shall be from the "Toro Warranty Start Date" indicated on the front of this Plan, through the Toro warranty period, to the end of the "PLUS" term indicated on the front of this Plan. The Plan coverage begins when the Toro warranty ends, whether due to hours of use or passage of time. Toro reserves the right to reassign the end date of the Plan's coverage when the "hours of use" ends the Toro warranty coverage prior to the passage of two calendar years.

### LIMIT OF LIABILITY:

Coverage provided by this Plan is subject to the following limits: the total cost for any single repair shall be limited to a maximum of 25% of the Equipment Purchase Price, indicated on the front of this Plan; the total cost for all repairs over the full term of this plan is limited to 50% of that Equipment Purchase Price, or \$25,000, whichever is less.

### CUSTOMER RESPONSIBILITIES:

In order to keep this Plan in force during its term, the covered Equipment must be serviced as recommended by Toro. If Customer performs own maintenance, a written record of service must be maintained, along with receipts showing dates of purchase of maintenance parts, lubricants and/or materials. In the event of a claim involving serviceable parts, and if requested, a copy of the service record and pertinent receipts must be furnished to Toro. The required servicing shall have a tolerance of 50 hours for those machines equipped with an hour meter.

### IN THE EVENT OF A BREAKDOWN, CUSTOMER MUST:

1. Use all reasonable means to protect the equipment from further damage;
2. Contact your Toro Distributor for assistance;
3. If requested, provide service record and receipts for required maintenance parts, lubricants or materials;
4. If Toro should deem necessary, allow them or representative to inspect damaged parts and/or machine.

### EXCLUSIONS – COVERAGE SHALL NOT APPLY:

1. For repair or replacement of any covered part if a Breakdown, per definition above, has not occurred.
2. For any breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other Act of God or environmental damage.
3. For liability of damage to property, or injury to or death of any person arising out of the operation, maintenance or use of the covered equipment.
4. For any breakdown caused by alterations, misuse, abuse, negligence, lack of normal or required maintenance, or for failure to protect the covered equipment from further damage when a breakdown has occurred.
5. When responsibility for the repair is covered by any Toro warranty or repairer's guarantee, or if Toro has announced responsibility through product or part recalls and/or repair bulletins.
6. For damage resulting from the failure to maintain proper levels of lubricants and/or coolants.
7. For loss of use, time, inconvenience, profits, or other consequential loss.
8. For damage to a covered part caused by the breakdown or failure of a non-covered part or component.
9. For any breakdown occurring while the hour meter is inoperative or if the hour meter has been tampered with or replaced.
10. For any breakdown caused by contamination or restriction of fuel, coolant or lubricant systems, or damage resulting from rust, corrosion, freezing or overheating.
11. For the cost of parts and/or labor due to the normal and routine maintenance described in the manufacturer's maintenance instructions for the equipment, or, for the lack of said maintenance.
12. For the cost of maintenance/service including, but not limited to, engine tune-ups, adjustments, replacement of engine parts for the sole purpose of increasing operating performance, filters, spark plugs, spark plug wires, glow plugs, manual clutch facings, plastic or rubber parts hoses, hydraulic hoses, or belts, unless required in connection with the repair of a covered part.
13. For exhaust system parts, brake linings, brake rotors or drums, tracks, solid wheels or pneumatic tires, wheel covers, lug nuts, batteries, standard consumable batteries (Hybrid or Electric System Batteries not included), 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, LED/LCDs, lamps, lenses, trim, seats coverings, or fabrics, unless required in connection with the repair of a covered part.
15. For the costs of parts shipping, equipment storage, or state and local taxes. The cost of shop supplies or environmental fees exceeding 5% of parts and labor or \$10.00 per repair, whichever is less.
16. Travel or transportation costs exceeding the Plan benefit.

### TRANSFER PROVISION:

Coverage may be transferred to any new owner until such time as this Plan expires, subject to application approval and payment of \$30 fee. Change in ownership of the equipment must be reported to TORO PROTECTION PLUS Administrators within 45 days of change of ownership.

### CANCELLATION PROVISION:

This Plan may be cancelled by the Customer upon giving written notice to the Toro Distributor indicating when the cancellation is to be effective. In the event of cancellation, the Distributor will refund the unearned Plan price calculated on a Pro-Rata method reflecting the days in force, less any prior claim payments, or a minimum service charge of \$30 (whichever is greater), unless otherwise prohibited by law. The days in force are calculated from the Toro Warranty Start Date indicated on the front of this plan to the effective cancellation date. If the equipment described and this Plan have been financed through a lender and Customer defaults in the repayment obligation to that lender, the Toro reserves the right to either cancel this Plan or transfer the rights under this Plan to that lender.

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- d. Describe in your offering if you currently have or are in the process of developing Hybrid and/or all Electric equipment.

**Alternative Fuels**

*A number of years ago, The Toro Company saw the need to evaluate and approve the use of biodiesel fuels in our products. We conducted an extensive, multi-year test program to approve the use of biodiesel fuels. As a result of the testing, all Toro diesel products are approved for the use of B20 fuels. We made the necessary changes to the machines that allow the use of that mix. We are willing to work with specific customers and allow the use of B100 fuel 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. This technology can save up to xx%*

*We have also implemented a technology that we call SmartPower™. In order to make sure that a product meets customer expectation, it is necessary to make sure that the machine has more power than needed in all conditions. As a result of extensive studies of machine usage, we found that the peak power demand were very short duration and were only in special situations. These peaks caused us to put a larger than necessary engine on the machine resulting more fuel consumption. SmartPower™ actively manages the power demand by monitoring the inputs from the operator and clipping the demands by not allowing the machine to exceed 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 new GM5900/5910 that was just made available to the market delivers improved horsepower efficiency through innovations to the hydraulic systems, the electric cooling system and cutting system improvements, which reduces power usage. Because of these innovations, we have a demonstrated up to a 30% improvement in fuel consumption.*



### **Hybrid Electric**

*We see a lot of opportunity to use hybrid electric technology to improve the fuel efficiency of our products. Hybrid electric is beneficial when the peak power requirements are substantially larger than the average power. We have two products that are currently available. One Triflex Greensmower and a fairway mower known as the 5010H. Both products are true hybrids that have engines that charge batteries and power the implements with electric drives. The electric drives are designed for this application to be substantially more efficient than the drives that they replace. We have implanted a creative technology that we call PowerMatch where the hybrid power system decides if the energy required to accomplish the task comes from the engine or the batteries. The net result is 20% fuel savings. Hybrid technology has potential applications to other products in our portfolio that are currently in development.*



### **All Electric Products**

*We have been looking at all electric products for many years. Toro holds some of the original patents on electric mowers that date back to the 1920's. The fundamental challenge is that it takes approximately 800 pounds of lead-acid batteries to be equivalent to a gallon of gasoline or diesel fuel. As a result, it is difficult to get the performance that customers expect or that provide the run time that is needed because it is not possible to carry enough energy in batteries. Battery technology continues to improve both in performance and cost.*

*As of today, we have developed and offered for sale a eFlex® Greensmower® that utilizes state of the art brushless DC electric motors and advanced Li-Ion battery system. The battery*

is designed to last for 5 years and provide sufficient runtime to mow the expected number of greens and to power the key desired accessories such as groomers and lights.



New to the market is the Workman GTX electric, which has extended range over its predecessor

We have and continue to look for new applications of all electric products. It is very important that we understand the demands of the application and make sure that the components are appropriately sized for the application. We need to make sure that we provide adequate power (torque) for peak demands and sufficient capacity and cooling for the required runtime. We believe that we understand the customer needs and expectations so that our all-electric products now and in the future will be desired because they are superior products. We are in the process of developing additional electric products (and hybrid electric products) for release in the near future.

### **Hydrogen Fuel Cells**

Hydrogen fuel cells are one of the emerging technologies that hold a lot of promise for mobile applications. They were invented in the 50's and 60's and one of the first high profile applications were to provide electrical power and water to space craft that allowed us to go to the moon. The first flight of fuel cells was Gemini 5 in August 1965. The explosion in the oxygen tank that provided fuel for the fuel cell and oxygen for the crew was the cause of the disaster in Apollo 13. Fuel cells are desirable because they provide efficient electricity and they are refuelable vs rechargeable.

We have prototyped a number of fuel cell vehicles to both demonstrate the potential and to identify the design challenges. We picked two of our product platforms to work with a triplex Greensmower™ and our mid-duty and heavy-duty utility vehicle platform. All of the products resulted in very serviceable products that were equal to or superior to the engine driven platforms that they replaced. We knew we were on the bleeding edge of the commercialization curve. The products were highly functional but were high cost and fuel is not readily available. The turf maintenance market is not large enough to enable commercialization of the infrastructure. We can however utilize shared infrastructure.

We developed and deployed a demonstration of the hydrogen vehicles that was supported by the New York State Energy Research and Development Authority (NYSERDA). We developed and deployed in demonstration 4 vehicles at Niagara Falls State Park, Albany, Hempstead and Bethpage.

## Appendix

**Toro Fuel Cell Powered Heavy Duty Workman Utility Vehicle**

Dimensions:	128" x 65" x 76" (L x W x H*)	* Incl ROPS
Weight:	~2000 lbs (est)	
Max GVW	4250 lbs	
Payload:	2250 lbs total (1850 lbs bed, 400 lbs passengers)	
Towing:	3500 lbs (w/ trailer brakes), 1500 lbs (w/o brakes)	
Bed:	Hyd. dump, latching tailgate, stake pockets, 20 cu ft	
Top Speed:	20 mph	
Seats:	2	
Tire Size:	20 x 10 – 10 (Front)	24 x 12 – 12 (Rear)
Construction:	Steel frame, steel bed, plastic hood and body panels	
Suspension:	Coil Spring (front)	Leaf Spring (rear)
Storage:	Glove box (open)	
Controls:	Power steering, accelerator pedal, brake pedal, park brake, F-N-R, Hi-Lo range, diff-lock, bed lift, key-start, light switch, horn, cruise control, supervisor switch.	
Gages:	H2 psi (fuel), hours, LCD info-center, indicator lamps	
Fuel Cell:	8 kW PEM, Hydrogenics	
Operating voltage:	48V nominal	
Motor/Controller:	ACIM, 600 A	
Buffer-Hybrid:	4 x 12 Lead Acid batteries	
Tank Pressure:	5000 psi (350 bar)	
Tank capacity:	74 liters (1.8 kg)	
Range:	Estimated ~80 miles/tank? (TBD)	



**Toro Fuel Cell Powered Mid-Duty Workman Utility Vehicle**

Dimensions:	120" x 59" x 50" (L x W x H)
Weight:	1600 lbs
Payload:	1200 lbs total (800 lbs bed, 400 lbs passengers)
Towing:	800 lbs
Bed:	Hydraulic dump, latching tailgate, stake pockets
Top Speed:	16 mph
Seats:	2
Tire Size:	22 x 9.5 - 10
Construction:	Steel frame, plastic bed and body panels
Suspension:	Rubber elastomer (front)* NA (rear)
Storage:	Under seat, under hood*
Controls:	Steering, accelerator, brake, park brake, F-N-R, bed lift, key-start,
light switch	
Gages:	H2 psi (fuel), hours, temperature, info-center*
Fuel Cell:	8 kW PEM, Hydrogenics
Operating voltage:	48V nominal
Motor/Controller:	Brush DC, 500 A
Buffer-Hybrid:	Ultracapacitors or LA batteries*
Tank Pressure:	5000 psi (350 bar)
Tank capacity:	32 liters (0.8 kg)
Range:	Up to 55 miles/tank



**Toro Fuel Cell Powered Mid-Duty Workman Utility Vehicle**

Dimensions:	120" x 59" x 50" (L x W x H)
Weight:	1800 lbs
Payload:	1200 lbs total (800 lbs bed, 400 lbs passengers)
Towing:	800 lbs
Bed:	Hydraulic dump, latching tailgate, stake pockets
Top Speed:	16 mph
Seats:	2
Tire Size:	22 x 9.5 - 10
Construction:	Steel frame, plastic bed and body panels
Suspension:	Rubber elastomer (front)* NA (rear)
Storage:	Under seat, under hood*
Controls:	Steering, accelerator, brake, park brake, F-N-R, bed lift, key-start,
light switch	
Gages:	H2 psi (fuel), hours, temperature, info-center*
Fuel Cell:	5 kW PEM, Nuvera
Operating voltage:	48V nominal
Motor/Controller:	Brush DC, 500 A
Buffer-Hybrid:	4 x 12 Lead Acid batteries
Tank Pressure:	5000 psi (350 bar)
Tank capacity:	32 liters (0.8 kg)
Range:	Up to 55 miles/tank


- e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

*The Toro Company received the Gold Medal for Innovation, awarded to the Reelmaster 5010-H at demopark+demogolf 2015.*

*The Toro Company is the leading “smart” irrigation manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, the EPA, and others, for its innovative and water-efficient products. Some examples of unique Toro irrigation products include: Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate evaporation and runoff.*

*The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation’s “Twenty for 2016 New Product Awards”. The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market.*

#### **Toro GrandStand Multi Force**

Toro is bringing four-season versatility to its stand-on mower line with the all-new GrandStand Multi Force featuring a BOSS snow plow attachment. The new models allow operators to switch between a mowing deck and a snowplow with a simple change of attachments. Perfect for clearing snow from sidewalks, the GrandStand Multi Force is equipped with a movable caster assembly that shortens the frame to maximize the performance of each attachment. This makes the machine more maneuverable and effective for removing snow. In addition, once Toro’s Quick Attach System is set up, users can switch from a mowing deck to a snowplow in minutes. Attachments for the GrandStand Multi Force connect to a Power Arm that is able to lift more than 18 inches, allowing an operator to push snow up and over curbs. The GrandStand Multi Force also offers all the advantages of Toro’s traditional GrandStand stand-on mower, including a large, comfortable operator platform with smooth suspension, outstanding visibility, and a smaller footprint that’s easy to transport. Both new models are equipped with Toro’s 7-gauge steel Turbo Force mowing deck, which delivers a pristine after-cut appearance. 



- f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.

#### GM3500: Sidewinder® patented 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.*

#### GM5900, GM4000, GM4100, GM4500, GM4700: SmartCool™ System

*SmartCoolThe hydraulically driven cooling fan automatically reverses to blow off chaff buildup on the top and rear air intake screens. The reversal is triggered by rising coolant temperature, hydraulic oil temperature, or air intake temperature. [Toro.com/5900](http://Toro.com/5900)*

GM360: QuadSteer™

Unique Quad-Steer all-wheel steering means you can turn on a dime without tearing turf, enabling mowing around fence posts and other objects, even on slopes, in one pass.

GM5910, GM4010, GM4110:

Factory installed safety cab, competitors have cabs installed by distributor. The factory-installed cab unit includes an integrated four post ROPS, and provides an exceptionally quiet and comfortable environment for the operator. The low profile air conditioning and heating unit is built into the headliner of the cab for increased clearance under trees and storage areas. The front and rear windows open to allow fresh air to the interior of the cab and a front wiper and washer keeps the windshield clean.

GM7200: Polar Trac system, only zero-turn mower that converts to a winter tracked snow and ice removal/treatment machine

- Converts the Groundsmaster® 7200 into a snow removal machine complete with two rubber tracks and a climate control cab
- Track tread is designed for slick ground such as an ice rink
- Switch between snow attachments in minutes
- POLAR TRAC™ attachments: snow blower, rotary broom, angled snow blade, and v-plow

GM5900: InfoCenter™

The onboard InfoCenter monitors and displays machine functions to help keep diagnostic time down, and operating hours UP.

Groundsmaster 5900 and 4000, Bi-directional impact absorption on wing decks up to 5 mph.Groundsmaster 4300 and 360 -4WD : Cross Trax all –wheel drive systemReelmaster 5010H Hybrid Fueled Reel Mower

Patented PowerMatch technology – the first true hybrid system in a mower that smartly varies and seamlessly matches the power needed from two sources for traction and mowing depending on the workload encountered. The self-charging, 48 volt battery pack is the same type used in the auto industry, and is paired with a more fuel efficient, 24.8 hp diesel engine that results in fuel savings of 20% or more compared to similar mowers.

EdgeSeries Reels

Reduced maintenance through improved edge retention (resulting from use of more advanced reel blade material and improved design geometry).

GeoLink Precision Spraying System

The first turf-based GPS spray system, with individual nozzle control and centimeter-accuracy that ensures only the target area is covered. The GPS system reduces operator error, monitors area treated and tracks chemical usage, resulting in savings of 14% on average.

ProCore 648*Rear Wheel Placement*

*The unique design places the wheels in front of the aeration head so adjacent passes can be made without running over cores or freshly aerated turf. This prevents damage to the turf and the fresh holes. Eliminating crushed cores makes cleanup easier, which in turn leads to a more efficient aeration process.*

*Series/Parallel 3WD*

*Patented system that improves traction by maintaining power to the wheels. This leads to improved performance on undulating turf and more consistent hole spacing.*

*TrueCore™ Ground Following System*

*System enables consistent hole depths of up to 4 inches to be achieved. It automatically adjusts the aeration head to maintain the desired tine depth on undulating turf. This leads to a consistent aeration result and uniform turf conditions.*

*RotaLink™ Tine Guide Mechanism*

*Ensures tines remain vertical as they enter and exit the ground. This produces consistently clean holes for better looking turf and easier top dressing fill.*

*Precision Balanced Drive System*

*Drive system is modeled after a 6-cylinder engine with precision balancing. This configuration eliminates hopping, rocking and uncomfortable vibration. This leads to less operator fatigue and discomfort, while providing a more productive aeration experience.*

ProCore 864/1298*Tine Guide Mechanism*

*Ensures tines remain vertical as they enter and exit the ground. This produce consistently clean holes for better looking turf and easier top dressing fill.*

*Precision Balanced Drive System*

*Toro's precision balanced coring heads provide exceptionally smooth operation allowing the operator to run the unit in the up position. This simplifies operator interface and improves efficiency.*

*Articulating Coring Heads (1298)*

*The ProCore 1298 features two independent coring heads that articulate for exceptional ground following.*

ProCore SR Series (deep tine)*Hydraulic depth control*

*Allows operator to easily and quickly adjust aeration depth on the fly from the tractor's seat*

*Intelligently Engineered*

*Unique geometry of the aerator maintains tine-to-turf engagement angle as depth is adjusted. This provides consistent aeration across the depth spectrum without additional adjustments*

GreensPro Rollers

*The overlapping smoothing rollers deliver uniform roll across the entire machine. Competitive models do not have feature resulting in a strip of unrolled turf between rolling heads*

*Integrated Trailer*



*The GreensPro features an integrated trailer allowing for simple and fast transport. Many competitive models require a separate trailer which makes transport slower and often requires flat ground for the roller to be dismounted*

#### *Familiar Steering*

*The GreensPro 1200 is controlled by a steering wheel which is familiar to most operators. Other rollers have a variety of steering techniques providing a steeper learning curve and can 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.*

#### *MP 5800*

- *Exclusive 6 Diaphragm Pump provides not just the pressure but also the proper volume needed to maintain proper application rate.*
- *Elliptical chemical tank with side agitation nozzles – together with the 6 Diaphragm pump creates a rolling agitation action in the tank for a homogenous mix and also has the benefit of exceptional chemical mixing capabilities.*
- *Tri Truss booms with impact breakaway feature protects nozzle turrets and nozzles from damage.*
- *Exclusive Ultra Sonic Boom accessory kit that automatically maintains the proper 20" boom height, maintaining proper application rate.*
- *Available chemical loading Eductor kit that lowers down to waist height for safe and easy loading of chemicals.*
- *Exclusive available chemical tank Triple Rinse kit that automatically triple rinses the inside of the tank. The system can be operated while the machine is being driven.*

#### *Workman GTX utility vehicle*

*An unequalled combination of comfort, versatility, power and control make the Workman GTX simply superior to competitive utility vehicles.*

- *Comfort: incorporating a split frame and gimbal joint which isolate movement away from the operator while keeping the bed stable. This class-exclusive feature increases comfort, reduces operator fatigue, and increases safety by keeping all four wheels solidly on the ground.*
- *Versatility: Featuring hundreds of configurable options that include front and rear attachments, including trash can mount, hose reel, walk spreader mount, four and six foot flat bed options, and a bed rack with easily customizable attachment points for string trimmers and other tools. The Workman GTX can also be stretched from two to four seats with an extension kit.*
- *Power: choice of either 429cc gasoline engine or 48-volt brushless A/C electric motor provide the performance to tow 1,000 lbs, or a total vehicle capacity of 1200 lbs.*

- *Control: Class-exclusive hydraulic disc brakes give reliable and consistent stopping power, while the coil-over shocks deliver a smoother ride, minimizing operator fatigue.*

#### Workman MD utility vehicle

##### *SRQ™ - Superior Ride Quality*

*SRQ™ combines a coil-over shock absorber suspension design with the Active In-Frame™ twister joint. Front suspension is Independent A-Frame design with coil-over shock absorbers. Rear suspension is Swing Arm design with coil-over shock absorbers. Benefits include operator comfort, safety, reduced operator fatigue, and productivity and efficiency gains.*

##### *Active In-Frame™ Twister Joint*

*The innovative Active In-Frame™ Twister Joint allows each axle to react independently to the terrain. The result is the smoothest ride over the most undulating surfaces. All four wheels maintain constant contact with the ground for better traction, stability and less potential turf damage.*

##### *Operator/Passenger Platform*

*Extended front frame for additional legroom to enhance SRQ™ benefits of operator and passenger comfort.*

##### *Payload Capacity*

*The Workman® MD Series utility vehicles have the highest total payload capacities in their class for maximum productivity. Get more jobs done in less time. MDX/MDX-D - 1,650 lbs. (748 kg); MD - 1,250 lbs. (567 kg); MDE - 1,200 lbs. (544 kg)*

##### *Rugged Body Styling*

*New rugged injection-molded body styling. Latch opened hood design for ease of access for technicians.*

##### *Durable Plastic Cargo Bed*

*Double-walled composite bed can withstand the elements and heavy loads, and won't rust or dent.*

#### Workman HD Series utility vehicles

##### *Tough Frames*

*The Workman® front space frame design is multi-dimensional or truss like, providing superior strength and torsional rigidity in rough terrain. The rear frame uses a C-channel design to provide superior strength in hauling heavy loads.*

##### *On Demand 4-wheel Drive*

*The Workman is available with an on-demand four-wheel drive system that delivers surefooted traction in forward and reverse, without damaging your turf.*

##### *Front Impact Bumper*

*A specially designed composite bumper with seven (7) energy absorbing crush zone cones protects the Workman to withstand impacts up to 3 mph (4.8 km/h) under full load with no permanent deformation.*

##### *DeDion Rear Axle*

*The DeDion rear axle design is an automotive technology which isolates the engine, transmission and main frame from all load forces, eliminating stress to these main components. The I-beam design provides superior ability to handle vertical loading, exactly the reason I-beams are used extensively in the construction industry.*

##### *Ride Quality*

*Independent front suspension consisting of two double A-frames with opposing dual coil springs and dual shock absorbers provides 5.75 in. (14.6 cm) of front suspension travel. Rear suspension design consists of a DeDion rear axle and dual independent leaf springs and shock absorbers to provide 3 in. (7.6 cm) of rear travel. Benefits include operator comfort, safety, reduced operator fatigue, productivity and efficiency gains.*

*Disc Brakes*

*4 wheel hydraulic disc brakes provide greater stopping power and easier servicing than traditional drum brakes.*

*Payload Capacity*

*The Workman® HD vehicle provides the highest industry total payload capacity up to 3,002 lbs. (1,364 kg).*

*Pro Force Blower*

*Wireless Remote Control*

*Start or stop the engine of the blower for complete operational control. Adjust engine throttle up and down for high to low RPM range of operation. Rotate the nozzle 360 degrees in either direction.*

*Efficient Turbine-type Fan Assembly Design*

*Greater air flow to move debris further and finish the job faster.*

*Durable Nozzle*

*Single piece rotomolded plastic nozzle is more resistant to damage and is more durable for lower repair costs and less downtime.*

*Electronic Governor*

*Coupled with functionality of wireless remote control, the Kohler® electronic governor allows the operator to have precise engine speed control.*

*Fully Enclosed Exhaust System*

*Muffler enclosed in protective cage for increased operator safety.*

*Heavy-Duty Trailer & Tow Hitch*

*Height and length of tow hitch are adjustable to accommodate different towing utility vehicles. DOT approved trailer also available.*

*Rugged Construction*

*Rugged construction, including 1/4" (6 mm) steel frame, provides years of trouble-free service.*

- g. All equipment offered must meet the current minimum Tier 4 Environmental Protection Agency (EPA) requirement.

*All Toro equipment meets current Tier 4 requirements.*

- h. Describe how your firm will notify customers of new equipment, used equipment and services.

*The Toro Company proactively markets new product and equipment services when new releases enter the marketplace. This is done by using a variety of communication mediums including microsites/website, national advertising (both digital and print), videos, authoring industry articles, and featuring the new products and/or services at the various industry trade shows. In addition to the exposure Toro directly provides, its Distributors also invest in communicating the new product and/or services by supplying its customer base with Newsletters and supporting demos and/or field days.*

- i. Completed "Sample Equipment Specifications" (Attachment C)

*See attachment C*

- j. All bidders must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish in attachment C. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. Failure to include this information may result in the bid being rejected.

*See Commercial Equipment Guide tabs for specific products from Attachment C*

- K. Submit all information that will aid the City in evaluating your proposal.

*A unique offering that Toro has is MyTurf maintenance tracking system.*

*MyTurf is a web based system designed to allow you to track the Cost of Operating your fleet of turf equipment. Product information is loaded into the system and then when you have a maintenance task against that product you can track costs. This is a great tool to make business decisions as to whether to repair or replace a product. For your Toro products, the system gives you dynamic real time service bulletins, operator manuals parts catalogs, ordering availability and product schematics. MyTurf also allows you to use our Wireless Hour Meters that automatically update the system with the hours of operation of each piece of equipment. When the hours of operation reach a point where a maintenance procedure needs to be performed you will receive a notification. This helps assure that regular maintenance is not overlooked and extends the life of your equipment.*

4. Services

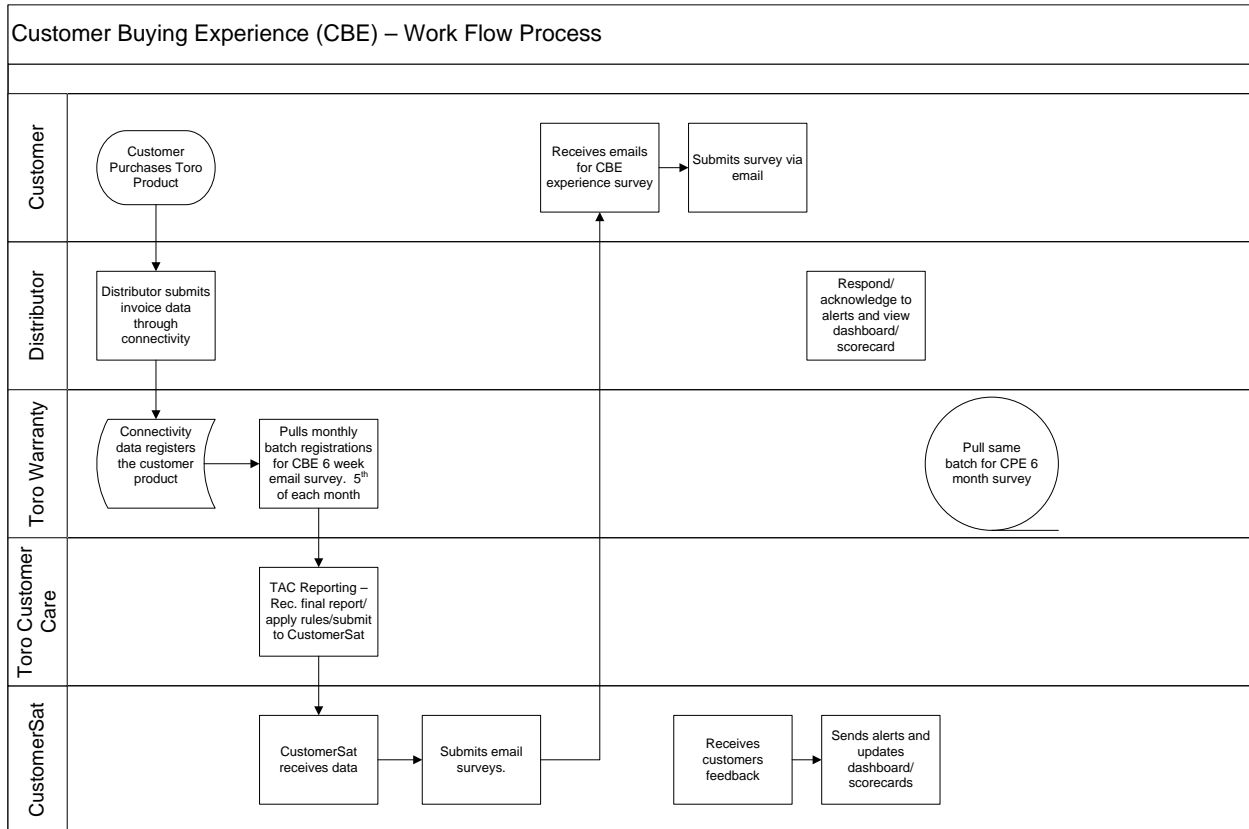
- a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

- b. Provide detailed information explaining your service capabilities.

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

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







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

*Simpson Norton’s service area covers the entire State of Arizona, New Mexico, Las Vegas, NV (Clark County) and parts of western Texas including El Paso and surrounding communities. Simpson Norton has a fleet of in-field repair trucks that will perform repair services on equipment at job site for both warranty and non-warranty repairs. Our Goodyear facility staffs seven full-time service technicians and staffs two full-time service technicians in our Las Vegas facility. Simpson Norton has two full-time in-field techs that reside in New Mexico. All Toro’s Commercial distributors nationally have similar capabilities and resources.*

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

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

- e. Describe your preventative maintenance program (PMP) for each of the sample equipment (Attachment A). Provide the expected useful life and salvage value for each piece of equipment.

Provide a list and per unit price of typical repair parts replaced during a piece of equipment's useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.

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

- f. Describe your training programs. The proposed training program shall include but not be limited to:

1. How will equipment training be conducted?

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

2. Describe the training curriculum for the equipment operators.

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

3. Describe the training curriculum for the service technicians.

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

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

*Local training is offered by Simpson Norton and the educational content varies depending on the end user's needs.*

4. How will you accommodate various work shifts?

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

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

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

6. Is a “train the trainer” program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?

*A train the trainer program is not available at this time, but is actively being considered. In the meantime, arrangements can be made to accommodate this training upon request.*

- g. Submit all information that will aid the City in evaluating your proposal.

*In order to provide the best customer service possible, distributor technicians undergo a rigorous training program consisting of online learning and practical hands-on exercises. The below curriculum is currently under development, with distributor service technicians completing portions as they are introduced.*

	Delivery	Systems Certification	Sprayers Qualification	Reels Qualification	Rotaries Qualification	Vehicles Qualification	Specialties Qualification	Master Certification
<b>General Courses</b>								
Hydraulics	Online	X	X	X	X	X	X	X
Engines	Online	X	X	X	X	X	X	X
Drivelines	Online	X	X	X	X	X	X	X
Electrical	Online	X	X	X	X	X	X	X
<b>Service Orientation</b>								
New Hire Orientation at Lyndale	Classroom	X	X	X	X	X	X	X
<b>Product Introduction Courses</b>								
Introduction to Sprayers	Online		X					X
Introduction to Reels	Online			X				X
Introduction to Rotaries	Online				X			X
Introduction to Vehicles	Online					X		X
Introduction to Specialty Equipment	Online						X	X
<b>Hands-On Courses</b>								
Hands-On Sprayers	Classroom		X					X
Hands-On Reels	Classroom			X				X
Hands-On Rotaries	Classroom				X			X
Hands-On Vehicles	Classroom					X		X
Hands-On Speciality Equipment	Classroom						X	X

7. Ordering and Invoices

- a. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

*For Simpson Norton, orders can be called in, faxed, mailed and emailed. Office hours are M-F 6a.m. – 4p.m.*

*www.Toro.com can be utilized to look up parts, parts breakdowns, technical data and documentation (most at no charge). Our myTurf service can also be used for parts lookup and ordering. Requests for tracking orders and order history can be completed by our staff as requested. The sales team can help identify alternative fuel products, etc.*

- b. Describe the equipment delivery process and your delivery commitment. What are standard equipment delivery timeframes? Are there cut off dates and how are these dates communicated to customers.

*Typically equipment is setup and delivered to the customer's designated delivery location 4-6 weeks after receipt of purchase order. Delivery times vary based on the type of equipment. Any delivery dates noted on the customer's PO are honored. If for some reason a deadline cannot be met, the salesman will work closely with the customer to find a mutual solution. A Certificate of Delivery accompanies each piece of new Toro equipment. (see copy attached). The customer retains a copy along with a binder including operator parts manuals along with any other documentation pertaining to that specific piece of equipment. Updates for delivery dates are communicated by the salesman. There really are no cut off dates unless a customer is trying to order before a price increase. Again the salesman would communicate this information to the customer.*

- c. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

*Invoicing is done daily for all deliveries made that day. Invoices can be sent electronically (emailed) or mailed depending on the customer's needs. Statements are typically mailed, but can be setup to be sent electronically (email). (See attached sample invoice).*

8. Other

- a. Describe any government rebate programs that are offered.

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

This sheet is to be completed and used in conjunction with the pricing page (Attachment A).

<b>BUNKER RAKE SPECIFICATIONS</b>			
<b>Item 1</b>			
<b>ITEM/MINIMUM REQUIREMENT</b>	<b>COMPLY?</b>		<b>VENDOR EXCEPTION/ALTERNATIVE</b>
<b>ENGINE</b>			
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	
<b>TRACTION</b>			
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	
<b>GROUND SPEED</b>			
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y	N	
<b>ELECTRICAL</b>			
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y	N	
Starter: 12 volt electric	Y	N	
Light kit	Y	N	
<b>STEERING</b>			
Hydraulic Power Steering	Y	N	
<b>OTHER CHARACTERISTICS</b>			
Rear Rake and Frame	Y	N	
Ground Clearance: 6.0"	Y	N	

**HEAVY DUTY UTILITY VEHICLE  
SPECIFICATIONS**

**Item 2**

ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE</b>			
v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y	N	
Horsepower- 28 HP	Y	N	
Torque 40.8	Y	N	
Displacement – 69 cu. in. (747 cc)	Y	N	45.6 cu. In. (747cc)
Oil Capacity – 2 qts.	Y	N	
Governor type – Mechanical centrifugal	Y	N	
Lube Oil Filter – Full flow with spin-on oil filter	Y	N	
Lubrication – Full-pressure lubrication	Y	N	
Starting System – 12-volt starter	Y	N	
In Line Fuel Filter	Y	N	
<b>PAYLOAD CAPACITY</b>			
Rated Capacity – approx. 3,295 lbs	Y	N	
<b>DRIVETRAIN</b>			
Auto Transmission w/ Electric Differential Lock	Y	N	
<b>ELECTRICAL SYSTEM</b>			
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y	N	No high/low beams. Twin LED headlights
Fuel Injected w/ Electric Choke	Y	N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y	N	16 quart capacity
<b>STEERING</b>			
Automotive power steering	Y	N	
<b>BRAKES</b>			
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y	N	

<b>SURROUNDS MOWER</b>			
<b>SPECIFICATIONS</b>			
<b>Item 3</b>			
<b>ITEM/MINIMUM REQUIREMENT</b>	<b>COMPLY?</b>		<b>VENDOR EXCEPTION/ALTERNATIVE</b>
<b>ENGINE</b>			
Fuel = Diesel	Y	N	
Size = Approx. 52 Cubic Inches	Y	N	68.5 cu. in.
Power = Approx. (Gross) 35 Hp	Y	N	21.5 Hp
Air Cleaner = Dual-Stage With Restriction Indicator	Y	N	Heavy-duty, radial seal air cleaner
Cooling = Liquid	Y	N	
Oil Filter = Full Flow Filter	Y	N	
Cylinders = 3	Y	N	
Displacement = 67.1 Cubic Inches	Y	N	68.5 cu. In.
<b>CAPACITIES</b>			
FUEL = 11 Gal	Y	N	7.5 Gal
ENGINE OIL = 3 Qt	Y	N	4.25 Qt
HYDRAULIC OIL = 3.5 Gal	Y	N	
<b>DRIVE SYSTEM</b>			
Traction Drive = Full time 3 Wheel Drive Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	Y	N	Series Parallel 3 wheel drive
<b>BRAKES</b>			
2-wheel Disc	Y	N	2-wheel drum
Hand controlled Park Brake	Y	N	
Closed loop traction system.	Y	N	
<b>OTHER STANDARD EQUIPMENT</b>			
Drive Wheels=Hydraulic, Standard 3 Wd	Y	N	
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	Y	N	Series Parallel 3 wheel drive
<b>CUTTING UNITS</b>			
Number = 3 Reel Cutting Units	Y	N	
SIZE = Approx. 26"	Y	N	27"
Number Of Blades = 8	Y	N	
Backlapping = Standard	Y	N	
CLIP FREQUENCY = 0.126-In/Mph	Y	N	Variable reel speed to set clip properly for the ground speed and HOC.
Front Rollers = Grooved	Y	N	Weihle rollers
Reel Diameter = 7"	Y	N	
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	Y	N	Duel Point Adjustment - Bedknife-to-Reel
Rear Rollers = Solid	Y	N	
<b>ELECTRICAL AND SAFETY INTERLOCKS</b>			
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	Y	N	Standard Control module with diagnostic lights.
Neutral start switch	Y	N	
Operator presence switch (in seat)	Y	N	
Mow / Transport switch	Y	N	
Park brake set switch.	Y	N	



**TRIPLEX GREENS MOWER  
SPECIFICATIONS**

**Item 4**

ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE</b>			
Power = 18 HP	Y	N	
Type = Gas (Unleaded) powered	Y	N	
<b>CAPACITIES</b>			
Fuel Capacity = 7.0 gal	Y	N	
Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	Y	N	
<b>DRIVE SYSTEM</b>			
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	Y	N	
<b>IMPLEMENT DRIVE</b>			
Hydraulic drive, individual pump and valve sections operating three reels	Y	N	
<b>CUTTING UNITS</b>			
Number = 3	Y	N	
Type = 11 Blade	Y	N	
BEDKNIVES = Lo-Cut, 1/8"	Y	N	
Height Of Cut Range = 0.125" – 0.750"	Y	N	
Reel Frame	Y	N	
Reel Diameter = 5"	Y	N	
Blades Shall Be High Carbon Steel	Y	N	
<b>OTHER STANDARD EQUIPMENT</b>			
<b>STEERING</b>			
Power	Y	N	
Gas Shock	Y	N	<b>Double acuating steering cyclinder</b>
<b>CONTROLS</b>			
LED Light Kit	Y	N	
Raise / lower mow lever (joystick)	Y	N	

WIDE AREA ROTARY MOWER SPECIFICATIONS			
Item 5			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE AND CAPACITIES</b>			
<b>ENGINE</b>			
55 HP, Liquid Cooled Turbo Charged Diesel	Y	N	
<b>AIR CLEANER</b>			
Dry, replaceable primary and safety elements	Y	N	
<b>RADIATOR</b>			
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart (10.4	Y	N	Rear-mount, cross-flow, 7-row, 6.3 fins per inch, 9 quart (8.5 liter) capacity
<b>FUEL CAPACITY</b>			
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y	N	
<b>DRIVE SYSTEM</b>			
<b>TRACTION DRIVE</b>			
Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	Y	N	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear.
<b>HYDRAULICS/COOLING</b>			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler with tilt out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
<b>OTHER CHARACTERISTICS</b>			
<b>DIAGNOSTICS</b>			
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	
<b>INTERLOCKS</b>			
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	
<b>CUTTING UNITS</b>			
<b>WIDTH OF CUT</b>			
Overall approx. 109" . Center deck 54" . Two 37" Wings all upfront	Y	N	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7" (12.8 cm).
<b>MOWING RATES</b>			
Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	Mows up to 10.6 acres/h (4.3 hectares/h) at 8 mph (12.4 km/h) (assumes no overlap or stops).
<b>OTHER STANDARD EQUIPMENT</b>			
Light Kit	Y	N	Optional
Canopy	Y	N	Optional

<b>FAIRWAY MOWER</b>			
<b>SPECIFICATIONS</b>			
<b>Item 6</b>			
<b>ITEM/MINIMUM REQUIREMENT</b>	<b>COMPLY?</b>		<b>VENDOR EXCEPTION/ALTERNATIVE</b>
<b>ENGINE AND CAPACITIES</b>			
<b>ENGINE</b>			
3 Cylinder 36.8 hp Diesel, Liquid Cooled	Y	N	
Pressurized Lubrication System w/5.0 Qt	Y	N	
<b>FUEL CAPACITY</b>			
Approx. 14 gallon diesel fuel/biodiesel B-20	Y	N	
<b>HYDRAULIC CAPACITY</b>			
15 Gallon Capacity w/Spin on 10 Micron Filter	Y	N	
<b>CONTROLS</b>			
Single foot operated pedal with speed limiter	Y	N	
Foot Activated parking brake	Y	N	
Hand operated key switch, throttle, isochroous engine speed control.	Y	N	
Hand operated raise/lower joystick for reel raise and lower, headlight switch and pivoting control console.	Y	N	
<b>ELECTRICAL</b>			
12 Volt, 570 CCA battery w/55 Amp alternator, electronic control unit that is microprocessor based.	Y	N	
Solid State with diagnostic capabilites for all safty switch and operator present switches.	Y	N	
<b>CUTTING UNIT</b>			
5- 22" 11 blade cutting units with edgemax bed knives	Y	N	
100" width of cut w/3" grooved front roller and smooth rear roller	Y	N	
<b>OTHER EQUIPMENT</b>			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	
Sun Shade	Y	N	

# Attachment C - Sample Equipment Specifications

This sheet is to be completed and used in conjunction with the pricing page (Attachment A).

<b>BUNKER RAKE SPECIFICATIONS</b>			
<b>Item 1</b>			
<b>ITEM/MINIMUM REQUIREMENT</b>	<b>COMPLY?</b>		<b>VENDOR EXCEPTION/ALTERNATIVE</b>
<b>ENGINE</b>			
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	
<b>TRACTION</b>			
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	
<b>GROUND SPEED</b>			
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y	N	
<b>ELECTRICAL</b>			
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y	N	
Starter: 12 volt electric	Y	N	
Light kit	Y	N	
<b>STEERING</b>			
Hydraulic Power Steering	Y	N	
<b>OTHER CHARACTERISTICS</b>			
Rear Rake and Frame	Y	N	
Ground Clearance: 6.0"	Y	N	

**HEAVY DUTY UTILITY VEHICLE  
SPECIFICATIONS**

**Item 2**

ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE</b>			
v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y	N	
Horsepower- 28 HP	Y	N	
Torque 40.8	Y	N	
Displacement – 69 cu. in. (747 cc)	Y	N	45.6 cu. In. (747cc)
Oil Capacity – 2 qts.	Y	N	
Governor type – Mechanical centrifugal	Y	N	
Lube Oil Filter – Full flow with spin-on oil filter	Y	N	
Lubrication – Full-pressure lubrication	Y	N	
Starting System – 12-volt starter	Y	N	
In Line Fuel Filter	Y	N	
<b>PAYLOAD CAPACITY</b>			
Rated Capacity – approx. 3,295 lbs	Y	N	
<b>DRIVETRAIN</b>			
Auto Transmission w/ Electric Differential Lock	Y	N	
<b>ELECTRICAL SYSTEM</b>			
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y	N	No high/low beams. Twin LED headlights
Fuel Injected w/ Electric Choke	Y	N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y	N	16 quart capacity
<b>STEERING</b>			
Automotive power steering	Y	N	
<b>BRAKES</b>			
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y	N	

**SURROUNDS MOWER  
SPECIFICATIONS**

Item 3

ITEM/MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE</b>		
Fuel = Diesel	Y	N
Size = Approx. 52 Cubic Inches	Y	N 68.5 cu. in.
Power = Approx. (Gross) 35 Hp	Y	N 24.5 Hp
Air Cleaner = Dual-Stage With Restriction Indicator	Y	N Heavy-duty, radial seal air cleaner
Cooling = Liquid	Y	N
Oil Filter = Full Flow Filter	Y	N
Cylinders = 3	Y	N
Displacement = 67.1 Cubic Inches	Y	N 68.5 cu. In.
<b>CAPACITIES</b>		
FUEL = 11 Gal	Y	N 7.5 Gal
ENGINE OIL = 3 Qt	Y	N 4.25 Qt
HYDRAULIC OIL = 3.5 Gal	Y	N
<b>DRIVE SYSTEM</b>		
Traction Drive = Full time 3 Wheel Drive Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	Y	N
<b>BRAKES</b>		
2-wheel Disc	Y	N 2-wheel drum
Hand controlled Park Brake	Y	N
Closed loop traction system.	Y	N
<b>OTHER STANDARD EQUIPMENT</b>		
Drive Wheels=Hydraulic, Standard 3 Wd	Y	N
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	Y	N
<b>CUTTING UNITS</b>		
Number = 3 Reel Cutting Units	Y	N
SIZE = Approx. 26"	Y	N 27"
Number Of Blades = 8	Y	N
Backlapping = Standard	Y	N
CLIP FREQUENCY = 0.126-In/Mph	Y	N Variable reel speed to set clip properly for the ground speed and HOC.
Front Rollers = Grooved	Y	N Weihle rollers
Reel Diameter = 7"	Y	N
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	Y	N Dual Point Adjustment - Bedknife-to-Reel
Rear Rollers = Solid	Y	N
<b>ELECTRICAL AND SAFETY INTERLOCKS</b>		
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	Y	N Standard Control module with diagnostic lights.
Neutral start switch	Y	N
Operator presence switch (in seat)	Y	N
Mow / Transport switch	Y	N
Park brake set switch.	Y	N

**TRIPLEX GREENS MOWER  
SPECIFICATIONS**

Item 4

ITEM/MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE</b>		
Power = 18 HP	Y	N
Type = Gas (Unleaded) powered	Y	N
<b>CAPACITIES</b>		
Fuel Capacity = 7.0 gal	Y	N
Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	Y	N
<b>DRIVE SYSTEM</b>		
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	Y	N
<b>IMPLEMENT DRIVE</b>		
Hydraulic drive, individual pump and valve sections operating three reels	Y	N
<b>CUTTING UNITS</b>		
Number = 3	Y	N
Type = 11 Blade	Y	N
BEDKNIVES = Lo-Cut, 1/8"	Y	N
Height Of Cut Range = 0.125" – 0.750"	Y	N
Reel Frame	Y	N
Reel Diameter = 5"	Y	N
Blades Shall Be High Carbon Steel	Y	N
<b>OTHER STANDARD EQUIPMENT</b>		
<b>STEERING</b>		
Power	Y	N
Gas Shock	Y	N
		<b>Double acuating steering cyclinder</b>
<b>CONTROLS</b>		
LED Light Kit	Y	N
Raise / lower mow lever (joystick)	Y	N

WIDE AREA ROTARY MOWER SPECIFICATIONS			
Item 5			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE AND CAPACITIES</b>			
<b>ENGINE</b>			
55 HP, Liquid Cooled Turbo Charged Diesel	Y	N	
<b>AIR CLEANER</b>			
Dry, replaceable primary and safety elements	Y	N	
<b>RADIATOR</b>			
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart (	Y	N	Rear-mount, cross-flow, 7-row, 6.3 fins per inch, 9 quart (8.5 liter) capacity
<b>FUEL CAPACITY</b>			
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y	N	
<b>DRIVE SYSTEM</b>			
<b>TRACTION DRIVE</b>			
Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	Y	N	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear.
<b>HYDRAULICS/COOLING</b>			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler with tilt out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
<b>OTHER CHARACTERISTICS</b>			
<b>DIAGNOSTICS</b>			
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	
<b>INTERLOCKS</b>			
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	
<b>CUTTING UNITS</b>			
<b>WIDTH OF CUT</b>			
Overall approx. 109" . Center deck 54". Two 37" Wings all upfront	Y	N	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7"
<b>MOWING RATES</b>			
Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	Mows up to 10.6 acres/h (4.3 hectares/h) at 8 mph (12.4 km/h) (assumes no overlap or
<b>OTHER STANDARD EQUIPMENT</b>			
Light Kit	Y	N	Optional
Canopy	Y	N	Optional



FAIRWAY MOWER			
SPECIFICATIONS			
Item 6			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE AND CAPACITIES</b>			
<b>ENGINE</b>			
3 Cylinder 36.8 hp Diesel, Liquid Cooled	Y	N	
Pressurized Lubrication System w/5.0 Qt	Y	N	
<b>FUEL CAPACITY</b>			
Approx. 14 gallon diesel fuel/biodiesel B-20	Y	N	
<b>HYDRAULIC CAPACITY</b>			
15 Gallon Capacity w/Spin on 10 Micron Filter	Y	N	
<b>CONTROLS</b>			
Single foot operated pedal with speed limiter	Y	N	
Foot Activated parking brake	Y	N	
Hand operated key switch, throttle, isochroous engine speed control.	Y	N	
Hand operated raise/lower joystick for reel raise and lower, headlight switch and pivoting control console.	Y	N	
<b>ELECTRICAL</b>			
12 Volt, 570 CCA battery w/55 Amp alternator, electronic control unit that is microprocessor based.	Y	N	
Solid State with diagnostic capabilities for all safety switch and operator present switches.	Y	N	
<b>CUTTING UNIT</b>			
5- 22" 11 blade cutting units with edgemax bed knives	Y	N	
100" width of cut w/3" grooved front roller and smooth rear roller	Y	N	
<b>OTHER EQUIPMENT</b>			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	
Sun Shade	Y	N	

Toro Equipment Maintenance Products and Schedules for Equipment In Attachment C.

**Item #1 Bunker Rake**

**TORO QUICK SERVICE REFERENCE**


SAND PRO 3040 & 5040

Model All Models	Serial 260000001 & Up
Engine Brand .....	B&S Vanguard
Engine Oil ( <i>Chart K</i> ).....	1.75Qts..... SAE 30 SH,SJ
Engine Oil Filter .....	107-7817
Hydraulic Oil ( <i>Chart R</i> ).....	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	<ul style="list-style-type: none"> <li>• Torque the wheel lug nuts.</li> <li>• Change the engine oil and filter.</li> <li>• Change the hydraulic filter.</li> </ul>
Before each use or daily	<ul style="list-style-type: none"> <li>• Check the engine oil level.</li> <li>• Check the hydraulic fluid level.</li> <li>• Check the tire pressure.</li> <li>• Check the condition of the hydraulic lines and hoses.</li> <li>• Inspect and clean the machine.</li> </ul>
Every 25 hours	<ul style="list-style-type: none"> <li>• Check the battery fluid level and the cable connections.</li> </ul>
Every 50 hours	<ul style="list-style-type: none"> <li>• Change the engine oil and filter.</li> </ul>
Every 100 hours	<ul style="list-style-type: none"> <li>• Torque the wheel lug nuts.</li> <li>• Grease the machine.</li> </ul>
Every 200 hours	<ul style="list-style-type: none"> <li>• Replace the air filter.</li> </ul>
Every 400 hours	<ul style="list-style-type: none"> <li>• Change the hydraulic system oil and filter.</li> </ul>
Every 800 hours	<ul style="list-style-type: none"> <li>• Replace the spark plugs.</li> <li>• Replace the fuel filter.</li> <li>• Decarbon the combustion chamber.</li> <li>• Adjust the valves and torque head.</li> <li>• Check the engine RPM (at idle and full throttle).</li> <li>• Drain and clean the fuel tank.</li> </ul>
Every 1,500 hours	<ul style="list-style-type: none"> <li>• Replace moving hoses.</li> <li>• Replace the neutral and seat interlock switches.</li> </ul>

**Important:** Refer to your Engine Operator's Manual for additional maintenance procedures.

**Items #2 Heavy Duty 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	<ul style="list-style-type: none"> <li>• Torque the front and rear wheel nuts.</li> </ul>
After the first 8 hours	<ul style="list-style-type: none"> <li>• Check condition and tension of the alternator belt.</li> </ul>
After the first 10 hours	<ul style="list-style-type: none"> <li>• Torque the front and rear wheel nuts.</li> <li>• Check the adjustment of the shift cables.</li> <li>• Check the adjustment of the parking brake.</li> <li>• Replace the hydraulic filter.</li> <li>• Change the high flow hydraulic oil filter (TC Models only)</li> </ul>
After the first 50 hours	<ul style="list-style-type: none"> <li>• Change engine oil and filter.</li> </ul>
Before each use or daily	<ul style="list-style-type: none"> <li>• Check engine oil level.</li> <li>• Check the level of coolant.</li> <li>• Check the transaxle/hydraulic fluid level.</li> <li>• Check the high flow hydraulic fluid level (TC models only).</li> <li>• Check the tire pressure.</li> <li>• Check the brake fluid level.</li> <li>• Check the operation of the interlock system.</li> <li>• Remove debris from the engine area and radiator. (Clean more frequently in dirty conditions.)</li> </ul>
Every 50 hours	<ul style="list-style-type: none"> <li>• Check the battery fluid level. (Every 30 days if in storage)</li> <li>• Check the battery cable connections.</li> </ul>
Every 100 hours	<ul style="list-style-type: none"> <li>• Check the level of front differential oil (four wheel drive models only).</li> <li>• Grease all bearings and bushings. (Lubricate more frequently in heavy duty applications)</li> <li>• Check the condition of the tires.</li> </ul>
Every 150 hours	<ul style="list-style-type: none"> <li>• Change engine oil and filter.</li> </ul>
Maintenance Service Interval	Maintenance Procedure
Every 200 hours	<ul style="list-style-type: none"> <li>• Torque the front and rear wheel nuts</li> <li>• Change the air cleaner filter. (more frequently in dusty or dirty conditions)</li> <li>• Inspect the constant velocity boot for cracks, holes, or a loose clamp.</li> <li>• Check the adjustment of the shift cables.</li> <li>• Check the adjustment of the high-low cable.</li> <li>• Check the adjustment of the differential lock cable.</li> <li>• Check the adjustment of the parking brake.</li> <li>• Check the adjustment of the brake pedal.</li> <li>• Check condition and tension of the alternator belt.</li> <li>• Check the adjustment of the clutch pedal.</li> <li>• Inspect the service and parking brakes.</li> </ul>
Every 400 hours	<ul style="list-style-type: none"> <li>• Inspect or replace the spark plugs.</li> <li>• Replace the fuel filter.</li> <li>• Check the fuel lines and connections.</li> <li>• Check the front wheel alignment.</li> <li>• Visually inspect the brakes for worn brake shoes.</li> </ul>
Every 800 hours	<ul style="list-style-type: none"> <li>• Change the front differential oil.</li> <li>• Change the hydraulic fluid and clean the strainer.</li> <li>• Replace the hydraulic filter.</li> <li>• Change the high flow hydraulic oil (TC Models only)</li> <li>• Change the high flow hydraulic oil filter (TC Models only)</li> </ul>
Every 1,000 hours	<ul style="list-style-type: none"> <li>• Change the brake fluid.</li> <li>• Drain/flush the fuel tank.</li> <li>• Flush/replace the coolant system fluid.</li> </ul>
Yearly	<ul style="list-style-type: none"> <li>• Complete all yearly maintenance procedures specified in the Engine Operator's Manual.</li> </ul>

**Item #3 Surrounds Mower**

**TORO QUICK SERVICE REFERENCE**

REELMASTER 3100 D

- Model All Models                      Serial 290000001 & Up
- Engine Brand ..... Kubota
- Engine Oil (*Chart M*) ..... 4 Qts ..... SAE 15W-40 CH-4
- Engine Oil Filter ..... 108-3841
- Breather Element ..... 98-9493
- Hydraulic Oil (*Chart R*) ..... 3.5 Gal ..... ISO VG 46
- Hydraulic Filter ..... 54-0110
- Air Filter ..... 108-3811
- Fuel Filter Spin On\* ..... 110-9049 (2008 & Up)
- Tire Pressure ..... 14 – 18 PSI  
(Front & Rear)
- Engine Coolant ..... 1.5 Gal ..... Ethylene Glycol, Water  
(50/50 mix)

\*Refer to Toro's parts manual or Parts Viewer for Bio-Diesel fuel filter part numbers.

**Recommended Maintenance Schedule(s)**

Maintenance Service Interval	Maintenance Procedure
After the first hour	<ul style="list-style-type: none"> <li>• Torque the wheel nuts.</li> </ul>
After the first 10 hours	<ul style="list-style-type: none"> <li>• Torque the wheel nuts.</li> <li>• Check the condition and tension of all belts.</li> <li>• Change the hydraulic filter.</li> </ul>
After the first 50 hours	<ul style="list-style-type: none"> <li>• Change the oil and oil filter.</li> </ul>
Before each use or daily	<ul style="list-style-type: none"> <li>• Check the engine oil level.</li> <li>• Check the engine coolant level.</li> <li>• Check the hydraulic fluid level.</li> <li>• Check the tire pressure.</li> <li>• Check the reel-to-bedknife contact.</li> <li>• Check the interlock system.</li> <li>• Drain the water separator.</li> <li>• Clean the radiator and oil cooler.</li> <li>• Check the hydraulic lines and hoses.</li> </ul>
Every 25 hours	<ul style="list-style-type: none"> <li>• Check the electrolyte level. (If machine is in storage, check every 30 days.)</li> </ul>
Every 50 hours	<ul style="list-style-type: none"> <li>• Lubricate all bearings and bushings. (Lubricate all bearings and bushings daily when conditions are dusty and dirty.)</li> </ul>
Every 100 hours	<ul style="list-style-type: none"> <li>• Check the condition and tension of all belts.</li> </ul>
Every 150 hours	<ul style="list-style-type: none"> <li>• Change the oil and oil filter.</li> </ul>
Every 200 hours	<ul style="list-style-type: none"> <li>• Torque the wheel nuts.</li> <li>• Service the air cleaner (More frequently in extreme dusty or dirty conditions)</li> <li>• Check the parking brake adjustment.</li> <li>• Change the hydraulic filter.</li> </ul>
Every 400 hours	<ul style="list-style-type: none"> <li>• Check the fuel lines and connections.</li> <li>• Replace the fuel filter canister.</li> <li>• Change the hydraulic fluid.</li> </ul>
Every 500 hours	<ul style="list-style-type: none"> <li>• Grease the bearings in the rear axle.</li> </ul>
Yearly	<ul style="list-style-type: none"> <li>• Apply a liberal coating of grease to the check valve pins.</li> </ul>
Every 2 years	<ul style="list-style-type: none"> <li>• Drain and clean the fuel tank.</li> </ul>

**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 Triplex Greens Mower**



**QUICK SERVICE REFERENCE**

**GREENSMaster 3150**

Model 04357	Serial 220000001 & Up
Engine Brand .....	B&S Vanguard
Engine Oil (Chart K) .....	1.75Qts..... SAE 30 SH, SJ
Engine Oil Filter (Toro) .....	107-7817
Engine Oil Filter .....	*492932
Hydraulic Oil (Chart R) .....	8.5Gal..... ISO VG 46
Hydraulic Filter .....	107-9531
Air Filter .....	*394018S
Air Filter-Safety .....	*272490S
Fuel Filter In-line .....	94-2690
Tire Pressure.....	8-12 PSI (Front) 8-15 PSI (Rear)

\*Indicates Briggs & Stratton Part Numbers

**Recommended Maintenance Schedule(s)**

Maintenance Service Interval	Maintenance Procedure
After the first hour	<ul style="list-style-type: none"> <li>• Check the torque of the wheel nuts.</li> </ul>
After the first 10 hours	<ul style="list-style-type: none"> <li>• Check the torque of the wheel nuts.</li> </ul>
After the first 25 hours	<ul style="list-style-type: none"> <li>• Change the engine oil and filter.</li> </ul>
After the first 50 hours	<ul style="list-style-type: none"> <li>• Change the hydraulic filter.</li> <li>• Check the engine RPM (at idle and full throttle).</li> </ul>
Before each use or daily	<ul style="list-style-type: none"> <li>• Check the engine oil.</li> <li>• Check the hydraulic fluid level.</li> <li>• Check the safety interlock system.</li> <li>• Inspect and cleanup after mowing.</li> <li>• Check the hydraulic lines and hoses.</li> </ul>
Every 50 hours	<ul style="list-style-type: none"> <li>• Grease the machine (immediately after every washing).</li> <li>• Service the air cleaner foam pre-cleaner (more frequently when operating conditions are dusty or dirty).</li> <li>• Check the battery electrolyte level.</li> <li>• Check the battery cable connections.</li> </ul>
Every 100 hours	<ul style="list-style-type: none"> <li>• Service the air cleaner cartridge (more frequently when operating conditions are dusty or dirty).</li> <li>• Change the engine oil and filter.</li> </ul>
Every 200 hours	<ul style="list-style-type: none"> <li>• Check the torque of the wheel nuts.</li> <li>• Check the reel bearing preload adjustment.</li> </ul>
Every 800 hours	<ul style="list-style-type: none"> <li>• Replace the spark plugs.</li> <li>• Replace the fuel filter.</li> <li>• Change the hydraulic oil.</li> <li>• Change the hydraulic filter.</li> <li>• Check the engine RPM (at idle and full throttle).</li> <li>• Check the valve clearance.</li> </ul>
Every 2 years	<ul style="list-style-type: none"> <li>• Check the fuel lines and connections.</li> <li>• Replace moving hoses.</li> </ul>

**Item #5 Wide Area Rotary Mower****QUICK SERVICE REFERENCE**

GROUNDMASTER 4100/4110-D

Model Tier 4 Diesel 30608 &amp; 30606 including A models    Serial 313000101 &amp; 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	<ul style="list-style-type: none"> <li>• Torque the wheel lug nuts.</li> <li>• Check the alternator belt tension.</li> <li>• Check the compressor belt tension.</li> <li>• Check the blade drive belt tension.</li> </ul>
After the first 200 hours	<ul style="list-style-type: none"> <li>• Change the front planetary gear oil.</li> <li>• Change the rear axle oil.</li> </ul>
Before each use or daily	<ul style="list-style-type: none"> <li>• Check the engine oil level.</li> <li>• Check the coolant level.</li> <li>• Check the hydraulic fluid level.</li> <li>• Check the tire pressure.</li> <li>• Check the air cleaner indicator</li> <li>• Drain water from water separator</li> <li>• Remove all debris and chaff from the engine compartment, radiator and oil cooler.</li> <li>• Check the interlock switch operation</li> </ul>
Every 50 hours	<ul style="list-style-type: none"> <li>• Lubricate all grease fittings.</li> <li>• Inspect the air cleaner.</li> <li>• Check the blade drive belt tension.</li> <li>• Clean the air conditioning screen. (Clean more frequently in extremely dusty or dirty conditions)</li> </ul>
Every 100 hours	<ul style="list-style-type: none"> <li>• Inspect the cooling system hoses and clamps.</li> <li>• Check the alternator belt tension.</li> <li>• Check the compressor belt tension.</li> </ul>
Every 200 hours	<ul style="list-style-type: none"> <li>• Torque the wheel lug nuts.</li> </ul>
Every 250 hours	<ul style="list-style-type: none"> <li>• Change the engine oil and filter.</li> <li>• Clean the cab air filters. (Replace them if they are torn or excessively dirty.)</li> <li>• Clean the air conditioning coil. (Clean more frequently in extremely dusty or dirty conditions)</li> </ul>
Every 400 hours	<ul style="list-style-type: none"> <li>• Check the planetary gear drive oil.</li> <li>• Check the rear axle lubricant.</li> <li>• Check the rear axle gear box lubricant.</li> <li>• Service the air filter (if the indicator shows red).</li> <li>• Inspect the fuel lines and connections.</li> <li>• Replace the water separator/fuel filter canister.</li> <li>• Replace the engine fuel filter.</li> </ul>
Every 800 hours	<ul style="list-style-type: none"> <li>• Drain and clean the fuel tank.</li> <li>• Change the front planetary gear oil. (Or yearly, whichever comes first)</li> <li>• Change the rear axle oil.</li> <li>• Check the rear wheel toe-in.</li> <li>• Inspect the blade drive belts.</li> <li>• Change the hydraulic oil.</li> <li>• Change the hydraulic oil filters.</li> <li>• Inspect the side cutting unit damper.</li> <li>• Inspect the cutting unit castor wheel assemblies.</li> </ul>
Every 1,000 hours	<ul style="list-style-type: none"> <li>• Check and adjust the valve clearance.</li> </ul>
Every 3,000 hours	<ul style="list-style-type: none"> <li>• Remove and clean the DPF (or as required)</li> </ul>

**Item #6 Fairway Mower**

**TORO QUICK SERVICE REFERENCE**

**REELMASTER 5410 & 5510 Series**  
(2 & 4 WHEEL DRIVE)

- Model Tier 4 Diesel 03672 & 03687      Serial 313000101 & Up**
- Engine Brand** ..... Yanmar
- Engine Oil (Chart A)** ..... 5.5Qts ..... SAE 15W-40 CJ-4
- Engine Oil Filter** ..... 125-7025
- Hydraulic Oil (Chart R)** ..... 15Gal. .... ISO VG 46/68 Specification Below
- Hydraulic Filter** ..... 94-2621
- Charge fluid Filter** ..... 86-3010
- Air Filter** ..... 108-3810
- Water Separator** ..... 125-2915
- Fuel Filter Spin On** ..... 127-3075
- Tire Pressure** ..... 12 – 15 PSI (Front & Rear)
- Engine Coolant** ..... 7Qts ..... Ethylene Glycol, Water  
(50/50 mix)

**Recommended Maintenance Schedule(s)**

Maintenance Service Interval	Maintenance Procedure
After the first hour	<ul style="list-style-type: none"> <li>• Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb).</li> </ul>
After the first 10 hours	<ul style="list-style-type: none"> <li>• Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb).</li> <li>• Check the alternator belt tension.</li> </ul>
Before each use or daily	<ul style="list-style-type: none"> <li>• Check the engine oil level.</li> <li>• Check the cooling system.</li> <li>• Check the hydraulic fluid level.</li> <li>• Check the reel to bedknife contact.</li> <li>• Check the operation of the interlock switches.</li> <li>• Remove debris from the screen and radiator/oil cooler (more frequently in dirty operating conditions).</li> <li>• Check the hydraulic lines and hoses for leaks, kinked lines, loose mounting supports, wear, loose fittings, weather deterioration, and chemical deterioration.</li> </ul>
Every 50 hours	<ul style="list-style-type: none"> <li>• Grease the bearings and bushings. (Grease them immediately after every washing regardless of the interval listed.)</li> <li>• Check the condition of and clean the battery.</li> <li>• Check the battery cable connections.</li> </ul>
Every 100 hours	<ul style="list-style-type: none"> <li>• Inspect the cooling system hoses.</li> <li>• Check the alternator belt tension.</li> </ul>
Every 200 hours	<ul style="list-style-type: none"> <li>• Check the reel bearing preload.</li> </ul>
Every 250 hours	<ul style="list-style-type: none"> <li>• Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb).</li> <li>• Change the engine oil and filter.</li> </ul>
Every 400 hours	<ul style="list-style-type: none"> <li>• Service the air cleaner. (Service the air cleaner earlier if the air cleaner indicator shows red. Service it more frequently in extremely dirty or dusty conditions.)</li> <li>• Replace the fuel filter canister.</li> <li>• Replace the engine fuel filter.</li> <li>• Check the fuel lines and connections for deterioration, damage, or loose connections.</li> </ul>
Every 800 hours	<ul style="list-style-type: none"> <li>• Check the rear wheel toe-in.</li> <li>• Change the hydraulic fluid.</li> <li>• Change the hydraulic filters (sooner if the service interval indicator is in the Red zone).</li> <li>• Pack the rear wheel bearings</li> </ul>
Every 6,000 hours	<ul style="list-style-type: none"> <li>• Replace the DOC</li> </ul>
Every 2 years	<ul style="list-style-type: none"> <li>• Flush and replace the cooling system fluid.</li> <li>• Drain and flush the hydraulic tank.</li> <li>• Replace all moving hoses.</li> </ul>





**Customer** \_\_\_\_\_ **Delivery Date** \_\_\_\_\_

<b>Product Name</b>	<b>Model # (s)</b>	<b>Serial # (s)</b>	<b>Invoice # (s)</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

This Certificate of Delivery form must be completed for all machines delivered to the customer. As each item is completed, it must be written on this form. The customer is requested to review and sign this form at the time of follow-up. This form is used in conjunction with all pertinent pre-delivery and delivery instructions as outlined in The Toro Service Operating System.

**SERVICE FINAL INSPECTION**

**Basic Checks**

- Grease fittings are lubricated
- Tire pressure is correct
- Drive belts are adjusted
- Fluid levels are correct
- Air intake system is sealed

**Operational Checks**

- Gauges read correctly
- Implement is functional
- Brakes - uniform/effective
- Safety interlocks function correctly
- Steering is straight/smooth
- Levers operate smoothly

**CUSTOMER INSPECTION**

**Operational Checks**

- Cleanliness
- Fuel Level Full Tank
- Height of Cut \_\_\_\_\_

**SALES REPRESENTATIVE**

**Delivery Portfolio Complete**

- Operator/Safety Video
- Operators & Parts Manuals
- Recommended Parts List
- Distributor Resources Info

**Demonstrate Operations**

- Review Safety Features
- Review Basic Operations
- Review Basic Adjustments
- Operator demonstrates basic operation skills
- Review any unique operating characteristics
- Attachments as stated on sales order
- Satisfaction Follow-up

**Discuss Maintenance Requirements**

- Review Recommended Maintenance Schedule (Daily and Scheduled maintenance)
- Review maintenance requirements (unique to climate)
- Review specialty tools available
- Reviewed extended warranty (TRIPP)

\_\_\_\_\_  
Service Manager Signature                      Date

\_\_\_\_\_  
Sales Representative Signature              Date

**CUSTOMER ACCEPTANCE**

- I have received the operator/safety video and understand that it should be viewed for important product operation information
- The preventative maintenance information for \_\_\_\_\_ product(s) has been supplied
- The safety features of this product have been reviewed with me
- I have received the operator's manual for this product

\_\_\_\_\_  
Customer Signature                      Date

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_



**SIMPSON NORTON CORPORATION**

4144 S. BULLARD AVENUE  
 GOODYEAR, AZ 85338  
 (623) 932-5116 FAX (623) 932-5299

**INVOICE**

INVOICE DATE	INVOICE NO.
05/11/15	1465124-00
P.O. NO.	PAGE #
F42015006490-1	1

CUST.#: 42614

SHIP TO: CITY OF MESA  
 RIVERVIEW  
 2414 W RIO SALADO PARKWAY  
 MESA, AZ 85201

REMIT TO: SIMPSON NORTON CORPORATION  
 4144 S. BULLARD AVE.  
 GOODYEAR, AZ 85338

BILL TO: CITY OF MESA  
 F420 - PARKS & REC - MS7010  
 PO BOX 16795  
 MESA, AZ 85211-6795

INSTRUCTIONS		TERMS
		NET 30
SHIP Point	SHIP VIA	SHIPPED
SIMPSON NORTON CORP.	O/T Fred B	05/11/15

Order Entry Demand Invoices

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY BACK ORDERED	QUANTITY SHIPPED	QTY. U/M	DISCOUNT MULTIPLIER	UNIT PRICE	AMOUNT (NET)
RONALD.RICHARDSON@MESAAZ.GOV								
1	03780A RM7000-D Serial #: 315000105	1	0	1	EA	0.00	84687.49	84687.49
2	03710 27" HD 8 Blade DPA Cutti ng Unit Serial #: 314000204	5	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 Serial #: 315000108	1	0	1	ea	0.00	0.00	0.00
4	Lines Total			12				
			Qty Shipped Total				Sub Total	84687.49
							Taxes	6351.56
							Invoice Total	91039.05
							Balance Due	91039.05
						Cash Discount	0.00	If Paid By 06/10/15

## Toro Distributor Listing (Commercial Division)

Distributor Name	Last	First	Work Email	Work / Distributor Address	WorkCity	WorkST	WorkZip
Century Equipment	Mowat	John	jmowat@centuryequip.com	4199 Leap Road	Hilliard	OH	43026
Century Equipment	Smolik	Ron	rsmolik@centuryequip.com	26565 Miles Road	Warrensville Heights	OH	44128
E. H. Griffith, Inc.	Lamarca	Paul	pauill@ehgriffith.com	2250 Palmer Street	Pittsburgh	PA	15218
Grassland Equipment	Lind	Roger	rlind@grasslandcorp.com	315 Commerce Blvd.	Liverpool	NY	13088
Ness Turf	Smith	Leonard	lsmith@nessturf.com	94-025 Farrington Hwy	Waipahu	HI	96797
Hector Turf	Limberg	Joe	jlimberg@hectorturf.com	1301 N.W. 3rd Street	Deerfield Beach	FL	33442
Jerry Pate Turf & Irrigation	Kurpuis	Chris	ckurpuis@jerrypate.com	301 Schubert Drive	Pensacola	FL	32504-6958
Kenney Machinery Corp.	Gamble	Dan	dan.gamble@kmcturf.com	8420 Zionsville Road	Indianapolis	IN	46268
L. L. Johnson Distributing	Melchior	Dan	dmelchior@ljohnson.com	4701 Ivy St.	Denver	CO	80216-6400
Midland Implement Company	Pates	Randy	rpates@midlandimplement.com	402 Daniels Street	Billings	MT	59101
Midwest Turf & Irrigation	Deines	Jerry	jdeines@midwestturf.net	14201 Chalco Valley Parkway	Omaha	NE	68138
MTI Distributing	Andrews	Shane	shane.andrews@mtidistributing.com	4830 Azelia Ave. N. Ste. 100	Brooklyn Center	MN	55429
Professional Turf Products	McCue	Mike	mccuem@proturf.com	1010 No. Industrial Blvd.	Eules	TX	76039
Reinders	Jensen	John	jjensen@reinders.com	W227 N6225 Sussex Road	Sussex	WI	53089
Simpson Norton Corporation	Lucas	Shelly	shelly.lucas@simpsonnorton.com	4144 S. Bullard Ave.	Goodyear	AZ	85338-3613
Smith Turf & Irrigation	Miller	Brent	brent.miller@smithturf.com	4355 Golf Acres Drive	Charlotte	NC	28208
Smith Turf & Irrigation	Blackburn	Bill	bill.blackburn@smithturf.com	525 Fairground Court	Nashville	TN	37211-2008
Smith Turf & Irrigation	McGrory	Dan	dan.mcgrory@smithturf.com	2201 Dabney Road	Richmond	VA	23230-0327
Spartan Distributors	Early	Kris	kris.early@spartandist.com	1050 Opdyke Road	Auburn Hills	MI	48326
Spartan Distributors	Early	Kris	kris.early@spartandist.com	487 W. Division Street	Sparta	MI	49345
Storr Tractor Company	Indyk	Kenneth	kindyk@storrtractor.com	3191 U.S. Hwy 22 East	Branchburg	NJ	08876-3481
Turf Equipment & Irrigation	Jeffries	Dave	dave.jeffries@turfequip.com	1630 South Gladiola Street	Salt Lake City	UT	84104
Turf Equipment & Supply	Pardoe	Brian	brianpardoe@turf-equipment.com	8015 Dorsey Run Road	Jessup	MD	20794
Turf Products	Dynowski	Dave	ddynowski@turfproductscorp.com	157 Moody Road	Enfield	CT	06082
Turf Star, Inc.	Dahl	Doug	dougdl@turfstar.com	2110 La Mirada Dr., Ste. 100	Vista	CA	92081
Turf Star, Inc.	Talley	Chuck	chuck.talley@turfstar.com	11373 Sunrise Gold Circle	Rancho Cordova	CA	95742-6533
Wesco Turf	Jacobs	Linda	linda.jacobs@wescoturf.com	2101 Cantu Court	Sarasota	FL	34232-6242
Western Equipment	Bergeron	Dick	dick.bergeron@western-equip.com	20224 - 80th Avenue South	Kent	WA	98032-1288

**TAB 4 - Pricing and Compensation Forms.** The cost portion of the Response should include the following criteria:

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

*We have six Business Units represented in this proposal.*

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

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

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

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

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

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

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

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

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

iQ iQUOTE
Hello Peter Whitacre | Toro Sales & Marketing

1. Choose Category
2. Select Model
3. Configure Product
4.

Set Pricing and Quantity
Customer: \_SNC iQuote SFG(TaxSupported)

Traction Unit Quantity

Choose a Program \* National IPA

Trade In No

Apply Performance Parts Pricing No

CONFIGURE PRICE

4  
TIER

**GM 4000-D (Tier 4 Final Compliant) (30609 / 30609A)**

Qty	Description	Product ID	Ext MSRP	Ext DNET	Unit Award Price	Ext Award Price
1	GM 4000-D (Tier 4 Final Compliant) (30609 / 30609A)	<span style="color: red;">30609</span>	\$77,899.00	\$54,529.00		
<b>SUBTOTALS</b>			<b>\$77,899.00</b>	<b>\$54,529.00</b>		

Toro Protection Plus

1 None

<b>TOTALS</b>			<b>\$77,899.00</b>	<b>\$54,529.00</b>		
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**WARNING:** To avoid violation of antitrust laws, Distributors must establish their own retail pricing

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

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

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

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

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

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

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

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

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

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

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

<u>Purchases at Retail</u>	<u>Available Dollars</u>
\$150,000 - \$199,999	\$4,500
\$200,000 - \$249,999	\$6,000
\$250,000 - \$299,999	\$10,000
\$300,000 - \$349,999	\$12,000
\$350,000 - \$399,999	\$14,000
\$400,000 - \$449,999	\$16,000
\$450,000 - \$499,999	\$18,000
\$500,000 - \$549,999	\$20,000
\$550,000 - \$599,999	\$22,000
\$600,000 - \$649,999	\$24,000
\$650,000 - \$699,999	\$26,000
\$700,000 - \$749,999	\$28,000
\$750,000 - \$799,999	\$30,000
\$800,000 - \$849,999	\$32,000
\$850,000 - \$899,999	\$34,000
\$900,000 +	\$36,000

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

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

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

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



## Attachment A

### REVISED PRICING AND COMPENSATION

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

#### SAMPLE EQUIPMENT PRICING

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

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

#### SAMPLE PARTS PRICING

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

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1) Toro, part# 108-3808	\$ 15.98



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

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name \_\_\_\_\_  
11/7/2016

Toro

Date: \_ 12/9/2016  
RFP # 2017025

# RAIN MASTER<sup>®</sup> CONTROL SYSTEMS

# CONTROLLER COMPARISON CHART



BUILT ON A LEGACY OF INNOVATION,  
QUALITY AND SERVICE.

All Rain Master<sup>®</sup> controllers include a five-year factory warranty, free technical support for the life of the product, and a portfolio of options to round out your system.

Rain Master...

**RIGHT AS RAIN<sup>™</sup>**



(800) 777-3377

Features	Sentar <sup>™</sup> II	Eagle <sup>™</sup>	Eagle <sup>™</sup> Plus	DX2 <sup>™</sup> with Oasis <sup>™</sup>
Central Control Capability*	No	iCentral <sup>™</sup> (Internet)	iCentral <sup>™</sup> (Internet)	Dedicated System
<b>ET</b>				
ET Source	No	ZipET <sup>™</sup> or Weather Center <sup>™</sup>	ZipET <sup>™</sup> or Weather Center <sup>™</sup>	Weather Center <sup>™</sup>
ET [Referenced] Scheduling Engine	No	Automatic	Automatic	Advanced
Measured Rain Fall	None	ZipET <sup>™</sup> Data	ZipET <sup>™</sup> Data	On Site + Integrated Scheduling
EPA WaterSense <sup>™</sup> Approved	No	Yes	Yes	No
<b>Programming</b>				
Number of Programs	4	4	8/16 (2-Wire)	12
Number of Start Times	5	5	8	8
Maximum Station Runtime	9h+50m	9h+50m	23h+50m	24h
Cycle and Soak Programming	Yes	Yes	Yes	Yes
Programmable Rain Delay	Yes	Yes	Yes	Yes
Programmable Station Delay	1-255 Seconds	1-255 Seconds	1 Second - 20 Minutes	1-255 Seconds
Programmable Security Levels	1	1	2	2
Programmable Overlap Protection	Yes	Yes	Yes	Yes
Water Budget (%)	0-300%	0-300%	0-300%	0-999%
Manual Rain Shut-off	Yes	Yes	Yes	Yes
Hour/Minute/Second Programming	No	No	No	Yes
7-Day Scheduling (or more)	Yes	Yes	Yes	Yes
14-Day Scheduling (or more)	No	No	Yes	Yes
31-Day Scheduling	No	No	No	Yes
Programmable Water Window	No	No	Yes	Yes
Manual Program Operations	Yes	Yes	Yes	Yes
Multi-Station Manual Operations	No	No	Yes	Yes
Pump Control by Program	Yes	Yes	Yes	Yes
Intelligent POC Control(Flow Max)	No	No	No	Yes
Master Valve Assignment	By Program	By Program	By Program	By Program
Review Function	Yes	Yes	Yes	Yes
Skip-Day Programming	Yes	Yes	Yes	Yes
Odd/Even Only	Yes	Yes	Yes	Yes
<b>System Tests &amp; Reports</b>				
Station Test Function	Yes	Yes	Yes	Yes
Station Short Identification	Yes	Yes	Yes	Yes
Solenoid Amperage Reading	No	No	No	Yes
Real-Time PC/Mobile Alerts*	No	Yes	Yes	Yes
Station Current Monitoring/Alert	No	No	No	Yes
<b>Flow</b>				
Flow Sensing	Yes	Yes	Yes	Yes
Flow Sensor Inputs	1	1	2	2
Auto Learn Flow	Yes	Yes	Yes	Yes
Integrated Flow Monitoring / AIM	No	No	No	Yes
<b>Hardware</b>				
Cold Rolled & Painted Wall Mount Cabinet	Standard	Standard	Standard	Standard
Stainless Steel Wall Mount Cabinet	Optional	Optional	Optional	Optional
Cold Rolled & Painted Wall Mount Pedestal	Optional	Optional	Optional	No
Stainless Steel 14-gauge Security Pedestal	Optional	Optional	Optional	Optional
Rain/Freeze/Moisture Sensor Input	1	1	1	1
Rain Sensor by Program	Yes	Yes	Yes	Yes
Optional Two-Wire (TWICE <sup>™</sup> ) Interface	No	Yes	Yes	Yes
Heavy-Duty Lightning Protection	Optional	Optional	Standard	Standard
Master Valve Terminals	1	1	1	Up to 3
Normally-Open or Normally-Closed MV	Both	Both	Both	Both
Non-Volatile Memory	Yes	Yes	Yes	Yes
Battery - Free Date/Time Recovery	Yes	Yes	Yes	Yes
Built-in PRO MAX <sup>™</sup> Remote Interface	Yes	Yes	Yes	Yes
Transformer Maximum Load	1.5 AMPs	1.5 AMPs	1.5 AMPs	2.0 AMPs
Manufacturer's Warranty	5 Years	5 Years	5 Years	5 Years

\*may require central control add-on hardware

# RAIN MASTER<sup>®</sup> CONTROL SYSTEMS

# Commercial Central Control Comparison Chart

	<b>i-Central<sup>™</sup></b>		<b>Oasis<sup>™</sup></b>
	<b>Eagle<sup>™</sup></b>	<b>Eagle<sup>™</sup> Plus</b>	<b>DX2</b>
<b>Key Software Features</b>			
System Software	Internet Based	Internet Based	Computer Based
Software Subscription Fees	As Low As \$120/yr	As Low As \$120/yr	1-Time Software Purchase
Years Included with Controller Purchase	1-Year of iCentral	2-Years of iCentral	N/A
Irrigation Scheduling Engine	Simple and Advanced	Simple and Advanced	AdvancedET <sup>™</sup> and AIM <sup>™</sup>
Daily ET Adjustments	ZipET <sup>™</sup> , CIMIS, Weather Station	ZipET <sup>™</sup> , CIMIS, Weather Station	CIMIS, Weather Station
Real Time Alerts to Phone/Email	✓	✓	✓
Real Time Reporting	✓	✓	✓
Share a Rain Sensor/Weather Center	✓	✓	✓
Auto Learn Flow	✓	✓	✓
Communication Option(s)	GSM Cellular	Ethernet	Cellular, Radio, WiFi, Ethernet, Phone, Hardwire
Mobile Phone Access	✓	✓	N/A
Flow Sensing	✓	✓	✓
Flow Management	N/A	N/A	✓
Visual Positioning Map <sup>™</sup>	N/A	N/A	✓
Real Time Weather VIEW <sup>™</sup>	N/A	N/A	✓
Technical Support	Phone/Online Support	Phone/Online Support	Phone/Online Support
<b>Key Controller Features</b>			
Conventional / Two-Wire Station Count	36 Conv, 36 Two-Wire	48 Conv, 200 Two-Wire	48 Conv, 48 Two-Wire
Number of Programs (Conv/Two-Wire)	4 / 4	8 / 16	12 / 12 (or ISP)
Number of Start Times	5	8	8

NUMBER OF STAIR LIFTS	0	0	0
Cycle and Soak Programming	✓	✓	✓
Day Programming	7, Skip, Odd/Even	14, Skip, Odd/Even	14, 31, Skip, Odd/Even
Programmable Rain Delay	✓	✓	✓
Rain/Freeze/Moisture Sensor Input	✓	✓	✓
Weather Center Inputs	✓	✓	✓
Advanced Electrical Fault Detection	✓	✓	✓
Advanced Flow Sensing	✓	✓	✓
Master Valve and Pump Control	✓	✓	✓
Share Flow Sensor	Optional	Optional	FloMax™
Built-in ProMax™ Remote Interface	✓	✓	✓
Transformer Maximum Load	1.5 AMPS	1.5 AMPS	2.0 AMPS
Warranty	5 Years	5 Years	5 Years

RIGHT AS RAIN™

**TORO**

# Groundsmaster® 4100-D/4110-D

WIDE AREA ROTARY MOWERS

## FEATURES

- 55 hp (41 kW) Yanmar® engine, Tier 4 Final Compliant, turbo-diesel engine
- Smart Power™ - optimized mowing in all conditions
- Foldable ROPS
- 10.5' (3.2 m) width of cut
- Full-time 4WD forward and reverse
- All-time traction assist (optional)
- 0" uncut circle in turns
- SmartCool™ auto-reversing cooling fan
- HybridDrive™ cutting deck system delivers unmatched reliability
- 4-way adjustable seat and Air Ride Suspension
- InfoCenter™ displays simple operating info while monitoring machine health
- Integrated ControlHub™ with fingertip electronic controls
- Top and rear air intake for increased cooling
- Climate-controlled safety cab with air conditioning and heater (4110-D)
- Isolated operator platform for greater comfort and smoother ride

## Operator-friendly and smart by design.

At a 10.5' width of cut, the all out-front deck design on the Groundsmaster 4100-D and 4110-D lets you easily see what you are cutting. The new Smart Power™ technology coupled with the HybridDrive™ cutting deck system delivers optimal power to the cutting blades – efficiently cutting grass even in the toughest conditions. The SmartCool™ auto-reversing fan system automatically blows chaff off the radiator intake screen making operation more productive. With their excellent trimming capability, and an ability to mow a 0" uncut circle, you'll maneuver around obstacles with ease. The patented, parallel hydraulic drive system assures full-time 4-wheel drive, allowing you to mow with confidence, even on hills and wet grass.

[toro.com/4000](http://toro.com/4000)



Groundsmaster® 4110-D



Groundsmaster® 4100-D

**4**  
TIER**SMART POWER**

Call your Toro distributor at 800-803-8676



# Groundsmaster® 4100-D/4110-D Specifications\*



	GROUNDMASTER 4100-D, MODEL 30608	GROUNDMASTER 4110-D, MODEL 30644, MODEL 30606															
<b>ENGINE</b>	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.																
<b>AIR CLEANER</b>	Dry, replaceable primary and safety elements.																
<b>RADIATOR</b>	Rear-mount, cross-flow, 7-row, 5 fins per inch, 9 quart (8.5 liter) capacity.																
<b>FUEL CAPACITY</b>	21 gallons (79.5 liters) diesel fuel. Biodiesel-Ready for use up to B-20(20% biodiesel and 80% petroleum blend)																
<b>TRACTION DRIVE</b>	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. SmartPower™ feature controls traction speed to maintain optimal cutting blade speed.																
<b>HYDRAULICS/COOLING</b>	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler, 6.3 fins per inch, that tilts out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.																
<b>DIAGNOSTICS</b>	Diagnostic pressure test ports: forward and reverse traction, left, center and right decks, reverse 4WD, lift, steering, charge and deck counterbalance circuits.																
<b>GROUND SPEED</b>	<b>Transport:</b> 0-16.2 mph (0-26.1 km/h) forward, 0-8.1 mph (0-13 km/h) reverse. <b>Mow:</b> 0-8.3 mph (0-13.4 km/h) forward, 0-4 mph (0-6.4 km/h) reverse.																
<b>TIRES</b>	Front: 26 x 12-12, 6-ply tubeless Multi-Trac. Rear: 20 x 10-10, 6-ply tubeless Multi-Trac.																
<b>MAIN FRAME</b>	All welded formed-steel frame with integral tie-down anchors.																
<b>BRAKES</b>	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.																
<b>SEAT</b>	4-way adjustable, right armrest travels with seat and suspension.																
<b>STEERING</b>	Power steering with dedicated power source. Steering wheel tilts to desired operator position. Uncut circle: 0" diameter.																
<b>INTSTRUMENTATION</b>	<b>InfoCenter™:</b> 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.																
<b>CONTROLS</b>	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.																
<b>ELECTRICAL</b>	12-volt, 690 cold cranking amps battery, 80 amp alternator. Overload protection with automotive type fuses.																
<b>INTERLOCKS</b>	Prevents engine from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat while moving or deck is engaged, traction and / or deck stops, info center alarms and gives message. Mowing only permitted in low range. Traction not allowed if parking brake engaged and pedal moved out of neutral, info center alarms and gives message. Deck transport latches.																
<b>GROUND CLEARANCE</b>	6.5" (16.5 cm)																
<b>OVERALL DIMENSIONS</b>	<table border="1"> <thead> <tr> <th>Height</th> <th>Length</th> <th>Width</th> <th>Transport Width</th> <th>Wheelbase</th> </tr> </thead> <tbody> <tr> <td>85.3" (216.7 cm) w/ROPS up</td> <td>144" (366 cm)</td> <td>127" (323 cm)</td> <td>71" (180 cm)</td> <td>55.5" (140 cm)</td> </tr> <tr> <td>93.3" (237 cm) w/ cab</td> <td>w/decks down</td> <td>w/decks down</td> <td>@ 2" (5 cm) HOC</td> <td></td> </tr> </tbody> </table>	Height	Length	Width	Transport Width	Wheelbase	85.3" (216.7 cm) w/ROPS up	144" (366 cm)	127" (323 cm)	71" (180 cm)	55.5" (140 cm)	93.3" (237 cm) w/ cab	w/decks down	w/decks down	@ 2" (5 cm) HOC		
Height	Length	Width	Transport Width	Wheelbase													
85.3" (216.7 cm) w/ROPS up	144" (366 cm)	127" (323 cm)	71" (180 cm)	55.5" (140 cm)													
93.3" (237 cm) w/ cab	w/decks down	w/decks down	@ 2" (5 cm) HOC														
<b>WEIGHT</b>	4237 lbs. (1922 kg) w/ full fluids (GM4100-D). 4890 lbs. (2218 kg) w/ full fluids (GM4110-D).																
<b>SAFETY CAB (4110)</b>	<p><b>MODEL 30644:</b> 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.</p> <p><b>MODEL 30606:</b> Factory installed, ROPS certified, climate controls (AC &amp; heating), opening rear window, front wiper/washer, interior mirror, exterior side mirrors.</p>																
<b>SAFETY</b>	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.																
<b>WARRANTY</b>	Two-year limited warranty. Refer to operator's manual for further details.																
<b>ACCESSORIES</b>	Work light, Road lights consisting of dual taillights, dual headlights, slow moving vehicle sign, turn signal, flasher and lights; Sunshade Beacon																
<b>CUTTING DECK</b>																	
<b>WIDTH OF CUT</b>	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.																
<b>MOWING RATE</b>	Mows up to 10.3 acres/hr (4.2 hectares/hr) at 8.3 mph (13.4 km/hr). Assumes no overlap or stops.																
<b>CONSTRUCTION</b>	Welded .100" (25 mm) high-strength steel with steel 7 and 10-gauge channel and plate reinforcements.																
<b>DECK DRIVE</b>	Direct mounted hydraulic motor into spindle. Remaining spindle(s) driven by individual B section kevlar belt. Quick-release belt covers.																
<b>HEIGHT-OF-CUT</b>	1"-5" (25-127 mm) in .5" (13 mm) increments.																
<b>SPINDLES</b>	1.25" (3.17 cm) diameter spindle shafts, 9" (22.9 cm) diameter conical ductile iron housing, and 2 greaseable tapered roller bearings.																
<b>BLADES</b>	19" (48.3 cm) long, 2.5" (6.4 cm) wide, .25" (.64 cm) thick.																
<b>CASTER WHEELS</b>	8 x 3.50-4, 4-ply, smooth, pneumatic, sealed precision ball bearings.																
<b>GROUND FOLLOWING</b>	6" anti-scalp cups on each blade, adjustable skids, 3 anti-scalp rollers on front deck and 1 on each wing.																
<b>WING PROTECTION</b>	Impact absorption device on each wing deck.																
<b>MULCHING KIT</b>	Model 30419.																
<b>SKIDS</b>	Reversible polymeric.																

\*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.







# Groundsmaster® 4100-D & 4110-D Attachment Specifications



ROTARY BROOM, MB MODEL SHL**	
<b>TYPE</b>	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
<b>BROOM SIZE</b>	32" (81 cm) diameter x 60" (153 cm) wide.
<b>BRUSH</b>	Sectional brush with combination polypropylene/wire radial segments.
<b>WEIGHT</b>	575 lbs. (261 kg)
<b>OPTIONS</b>	Dirt Deflector, Storage Stands.



SUNSHADE	
<b>UNIVERSAL MOUNT SUNSHADE</b>	White, Model 30349
<b>UNIVERSAL MOUNT SUNSHADE</b>	Red, Model 30552



SNOWTHROWER ERSKINE MODEL 2000***	
<b>STAGE</b>	2
<b>WIDTH OF CUT</b>	61" (155 cm)
<b>CUTTING HEIGHT</b>	29" (74 cm)
<b>CUTTING EDGE</b>	3/8" x 3" (9.5 mm x 7.6 cm) bolt-on
<b>SKID SHOES</b>	Adjustable
<b>AUGER DIAMETER</b>	16" (41 cm) open flight
<b>FAN DIAMETER</b>	20" (51 cm) 4-blade
<b>CHUTE ROTATION</b>	Hydraulic 270°
<b>SHEAR PROTECTION</b>	Pressure relief
<b>CASTING DISTANCE</b>	Up to 30' (9.14 m)
<b>APPROXIMATE SHIPPING WEIGHT</b>	850 lbs. (386 kg)
<b>HOSES</b>	Included

\*Specifications and design subject to change without notice.

\*\* Manufactured by M-B Companies Inc.

\*\*\* Manufactured by Erskine Attachments.

Note: The Toro Company does not manufacture or sell the snowthrower or rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.







# Greensmaster® 3150-Q / 3250-D

RIDING GREENSMOWERS

## F E A T U R E S

### Greensmaster 3150-Q:

- Briggs & Stratton® 18 hp (13.4 kW) air-cooled, gasoline engine
- Industry's quietest engine-powered riding greensmower

### Greensmaster 3250-D:

- Kubota® D902, 24.8 hp (18.5 kW) 3-cylinder, liquid-cooled, diesel engine
- Ample power for any greens or off-greens application; extremely versatile

## Legendary performance and reliability.

The Greensmaster 3150-Q and 3250-D are distinguished for their field-proven performance and exceptional quality of cut. Equipped with patented DPA cutting units for a superior cut and minimal maintenance, convenient controls for easy operation, and ample power to handle any application—it's no wonder these classic models have been trusted over the years to deliver the performance golf courses demand with a putting surface that exceeds expectations.

[toro.com](http://toro.com)



Greensmaster® 3150-Q

Greensmaster® 3250-D

**4**  
TIER



# Greensmaster® 3150-Q Specifications\*

GREENSMaster 3150-Q, MODEL 04358	
<b>ENGINE</b>	18 hp (13.4 kW) @3600 rpm, Briggs & Stratton® gasoline engine, governed to 2850 rpm high idle, 1650 rpm low idle. Air-cooled.
<b>FUEL CAPACITY</b>	7 gallon (26.5 liter) capacity; unleaded gasoline.
<b>TRACTION DRIVE</b>	Hydraulic piston pump, closed loop system. 2WD Parallel Hydrostatic or 3WD Series Parallel piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.
<b>GROUND SPEED</b>	Forward-mowing speed is variable from 2-5 mph (3.2-8 km/h), adjusted by stop on pedal mechanism. Mow speed setting does not affect transport speed. Maximum Greensmaster 3150-Q transport speed is 8.8 mph (14.4 km/h), may be reduced by adjusting stop in footrest pan without affecting mow speeds. Reverse is 2.5 mph (4.0 km/h) maximum.
<b>TURF COMPACTION</b>	8-10 psi (dependent on tire pressure) with operator and cutting units down.
<b>IMPLEMENT DRIVE</b>	Single gear pump, mono valve block, series reel drive to 3 motors.
<b>STEERING</b>	Power steering. Adjustable steering wheel tilt and a 5-position steering arm tilt.
<b>CONTROLS/GAUGES</b>	Raise/lower-mow lever (joystick). Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hour meter. Hand operated throttle and choke. Mechanical engine speed control.
<b>ELECTRICAL FEATURES</b>	12-volt lead acid, group size U1, with 300 minimum cold cranking amps at 0° F and 34 minutes reserve capacity at 85° F/25 amps draw. 16 amp alternator. Ignition switch/key. Seat switch. Harness terminals and fuse slot available for optional lights installation.
<b>TIRES/WHEELS/PRESSURE</b>	Three tires: Three 18 x 10.5-8, 4-ply pneumatic tubeless demountable and interchangeable with smooth tread. 8-12 psi front; 8-15 psi rear. Optional Traction Tire (4-ply): P/N 119-3516.
<b>BRAKES</b>	Two 6" (15.2 cm) drum type.
<b>HYDRAULIC OIL</b>	7.5 gallon (28.4 liter) tank with internal baffle. 1.0 gallon (3.8 liter) auxiliary tank.
<b>LEAK DETECTION</b>	Equipped with Turf Guardian™ leak detection system.
<b>SOUND LEVEL</b>	82 dB(A) at operator's ear under normal conditions.
<b>OVERALL DIMENSIONS</b>	Wheel Tread: 49.5" (149.9 cm), Wheel Base: 47" (119 cm), Length: 90" (229 cm), Width: 69.7" (177 cm) w/reels, Height: 74.5" (189 cm), Weight: 1,087 lbs. (493 kg).
<b>WIDTH OF CUT</b>	59" (150 cm)
<b>REEL SPEED</b>	Approximately 1975 RPM at 2850 engine RPM. Adjustable.
<b>BACKLAPPING</b>	Standard equipment.
<b>CUTTING UNIT SUSPENSION</b>	Cutting units are completely free-floating, each attaching to the tractor by direct pull links and lifted by a centered lift arm. Baskets are supported by carrier frames that are ground following. Cutting unit floatation is unaffected by basket content. Grass baskets are all interchangeable and accessible from the front of the machine.
<b>ROPS</b>	Roll Over Protection System standard.
<b>CERTIFICATION</b>	Certified to meet ANSI specification B71.4-2012 and European CE standards with appropriate kits installed.
<b>WARRANTY</b>	Two-year limited warranty. Refer to the Operator's Manual for further details.

8 BLADE DPA CUTTING UNITS, 04652 11-BLADE DPA CUTTING UNITS, 04654 14-BLADE CUTTING UNITS, 04656	
<b>TRACTOR</b>	These cutting units will mount on any Toro riding Greensmaster (excluding Greensmaster TriFlex™ 33xx/34xx series).
<b>HEIGHT OF CUT (HOC) RANGE</b>	Cutting height is adjusted on front roller by two vertical screws and held by two locking cap screws. Bench HOC range is .062"-.297" (1.6-7.5 mm). With high HOC kit, range is .297-1.0" (7.5-25.4 mm). Effective HOC may vary depending on turf conditions and bedknife installed.
<b>REEL WELDMENT</b>	Reels are 5" (13 cm) in diameter, 21" (53.3 cm) in length. High carbon steel blades are welded to 5 stamped steel spiders, and heat treated. The reel is ground for diameter and concentricity, and relief ground.
<b>REEL BEARINGS</b>	Two stainless steel ball bearings, 30 +/- .1 mm inside diameter slip fit onto reel shaft retained by internally splined threaded insert. Low drag seals/slingers for added protection with o-ring sealed motor and counterweight. Reel position maintained by a wave washer with no adjusting nut.
<b>MAINTENANCE</b>	No grease zerks, sealed bearing design eliminates daily maintenance.
<b>REEL DRIVE</b>	The reel weldment shaft is a 1.375" (35 mm) diameter tube with internally splined threaded insert.
<b>FRAME</b>	Precision machined, die-cast aluminum cross member with two bolt-on die-cast aluminum side plates.
<b>AGGRESSIVENESS</b>	Aggressiveness stays constant throughout the life of the reel. Patented design.
<b>BEDKNIFE</b>	Replaceable single edged EdgeMax™ Microcut Bedknife is standard.
<b>BEDKNIFE ADJUSTMENT</b>	Dual screw, indexed "click" adjustment to the reel; detents corresponding to .0007" (.018 mm) bedknife movement for each position.
<b>FRONT &amp; REAR ROLLERS</b>	Front: Not included with cutting unit, purchased separately. Option between full, narrow-spaced and wide-spaced Wiehle roller. Rear: Steel full, 2" (5.1 cm) diameter with sealed bearings and through-shaft.
<b>GRASS SHIELD</b>	Non-adjustable shield with adjustable cut-off bar to improve grass discharge from reel in wet conditions.
<b>TOTAL WEIGHT</b>	8-blade: 72 lbs. (32.7 kg) with aluminum Wiehle Roller. 11-blade: 75 lbs. (34 kg) with aluminum Narrow Wiehle Roller. 14-blade: 78 lbs. (35 kg) with aluminum Wiehle Roller.

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# Greensmaster® 3150-Q Accessories

## GREENSMaster 3150-Q ACCESSORIES

TRACTION UNIT ACCESSORIES	
04476	3-Wheel Drive Kit
04479	Thatching Reel (Set of 1)
04494	Greens Spiker Kit
04495	Greens Tri-Roller Kit
30707	Armrest Kit
119-3516	Traction Tires
04554	Light Kit
130-6536	Hydraulic Oil Cooler Kit
108-6472	Traction Speed Control Kit
104-6540	Spark Arrestor Screen
115-4510	Bimini Folding Shade
100-6442	2WD Weight Kit
99-1645	3WD Weight Kit
115-4754	Wireless Hour Meter

ROLLER OPTIONS	
04626	Front Narrow Wiehle Roller (set of 3)
04627	Front Wide Wiehle Roller (set of 3)
04625	Front Full Roller (set of 3)
04628	Solid Steel Roller Kit (front Wiehle & rear steel rollers)
04629	Anti-Bobbing Roller
71-1550	Cast Iron Rear Wiehle Roller
107-3514	Steel Wide Wiehle Roller
121-4675	Extended Wiehle Roller
04258	Extended Narrow Wiehle Roller
04267	Narrow Wiehle Roller (for paspalum)
107-3510	Steel Narrow Wiehle Roller
120-9595	Steel Rear Roller (standard)
125-5180	DPA Rear Roller Extension Kit
120-9600	High Height of Cut Kit
04249	Split Full Front Roller
04250	Split Narrow Wiehle Roller

CUTTING UNIT & REEL OPTIONS	
04652	8-Blade Cutting Unit
04654	11-Blade Cutting Unit
04656	14-Blade Cutting Unit
119-4103	8-Blade Reel (Individual)
121-6651	8-Blade Reel, Heavy-Duty (Individual)
119-4104	11-Blade Reel (Individual)
127-2202	14-Blade Reel (Individual)

GROOMER OPTIONS	
04709	Groomer Drive (LH) (Set of 1)
04712	Groomer Reel, Spring Steel (Set of 1)
04274	Grooming Brush – Soft
04275	Grooming Brush – Stiff
106-2643	Groomer Pull Link Kit
04744	Grooming Reel – Thin Blade (Set of 1)

SCRAPER OPTIONS	
125-5303	Front Narrow Wiehle Roller Scraper
125-5304	Front Wide Wiehle Roller Scraper
125-5305	Front Full Roller Scraper
115-7377	Front Narrow Wiehle Roller Scraper Brush
115-7378	Front Wide Wiehle Roller Scraper Brush
115-7379	Front Full Roller Scraper Brush
115-7380	Front Narrow Wiehle Roller Scraper Comb
115-7381	Front Wide Wiehle Roller Scraper Comb
115-7382	Front Full Roller Scraper Comb
115-7383	Rear Roller Scraper
121-2260	Adjustable Rear Roller Scraper
04646	Spring Loaded Rear Roller Scraper (Set of 3)
107-9561	Anti-Bobbing Roller Scraper Kit
04726	Rotating Rear Roller Brush (LH) (Set of 1)

BEDKNIFE & BEDBAR OPTIONS	
93-4262	Microcut Bedknife
93-4263	Tournament Bedknife
93-4264	Low Cut Bedknife
94-6392	High Cut Bedknife
63-8600	Fairway Bedknife
108-4303	Extended Microcut Bedknife
108-4302	Extended Tournament Bedknife
115-1880	EdgeMax™ Microcut Bedknife (Standard)
115-1881	EdgeMax™ Tournament Bedknife
112-7475	EdgeMax™ Fairway Bedknife
106-2648-01	Bedbar (Standard)
99-3794-03	Aggressive Bedbar

THATCHING REEL ACCESSORIES	
117-6824	Thin dynaBLADE, (1.2mm Thickness) (Individual)
119-1128	Regular dynaBLADE, (2mm Thickness) (Individual)
117-6839	Replacement Kit, 1.2mm dynaBLADE (36 Blades)
117-6840	Replacement Kit, 2mm dynaBLADE (36 Blades)
121-6675	Spring Steel Kit
121-6674	Blade, Spring Steel
121-9525	Thatching Reel Quick Change Kit

BIO-HYDRAULIC FLUID / HYDRAULIC FLUID / OIL	
119-2157	Bio-Hydraulic Fluid, 5 gal. (18.9 L)
119-2158	Bio-Hydraulic Fluid, 55 gal. (208.2 L)
108-1178	Premium Hydraulic Fluid, 5 gal. (18.9 L)
108-1177	Premium Hydraulic Fluid, 55 gal. (208.2 L)
108-1197	Premium Engine Oil SAE 30, 5 gal. (18.9 L)
108-1196	Premium Engine Oil SAE 30, 55 gal. (208.2 L)

TOOLS	
04399	Turf Evaluator
125-5610	Paper – Reel
125-5611	Shim – Reel
94-9010	Height of Cut Bar Assembly

\*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. Consult your local Toro Distributor.





# Greensmaster® 3250-D Specifications

GREENSMASER 3250-D, MODEL 04384																					
<b>ENGINE</b>	Kubota® 902 tier 4i, 3-cylinder liquid-cooled diesel engine. 55.0 cu. in. (902 cc). Full pressure lubrication, oil filter. 24.8 hp (18.5 kW) @ 3600 rpm. Engine governed to 2760 rpm high idle, 1500 rpm low idle (no load).																				
<b>FUEL CAPACITY</b>	6 gallons (22.7 liters). Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).																				
<b>TRACTION DRIVE</b>	Hydraulic piston pump, closed loop system. 2WD Parallel Hydrostatic or 3WD Series Parallel piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.																				
<b>GROUND SPEED</b>	Forward-mowing speed is variable from 2-5 mph (3.2-8 km/h), adjusted by stop on pedal mechanism. Mow speed setting does not affect transport speed. Maximum Greensmaster 3250-D transport speed is 8.8 mph (14.4 km/h), may be reduced by adjusting stop in footrest pan without affecting mow speeds. Reverse is 2.5 mph (4.0 km/h) maximum.																				
<b>TURF COMPACTION</b>	10 psi (.68 bar) average at recommended minimum tire pressures, with a 200 lb. operator, and cutting units down.																				
<b>STEERING</b>	Power steering. No-tool quick adjust steering arm position, with arm motion allowing a wide range of operator sizes. Steering cylinder has through shaft design for accurate straight line steering.																				
<b>CONTROLS/GAUGES</b>	Raise/lower-mow lever. Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hour meter and 4 bulb warning cluster. Hand operated choke, throttle. Mechanical engine speed control.																				
<b>ELECTRICAL FEATURES</b>	Maintenance-free 12-volt battery with 530 minimum cold cranking amps at 0° F (-17.7° C) and 95 minutes minimum reserve capacity at 85° F (29.4° C) 40 amp alternator, circuit fused at 40 amps. Ignition switch/key. Seat switch. High temperature engine kill override switch. Harness terminals, fuse slot, and console switch location available for optional lights installation.																				
<b>SOUND LEVEL</b>	84 dBA at operator ear under normal conditions.																				
<b>OVERALL DIMENSIONS</b>	<table border="0"> <tr> <td><b>Width of Cut:</b></td> <td>59.0" (150 cm)</td> <td><b>Overall Height:</b></td> <td>77.5" (197 cm)</td> </tr> <tr> <td><b>Wheel Tread:</b></td> <td>50.5" (128 cm)</td> <td><b>Net Weight (no fuel, no operator):</b></td> <td>1,216 lbs. (552 kg)</td> </tr> <tr> <td><b>Wheel Base:</b></td> <td>48.6" (123 cm)</td> <td><b>Reel Speed:</b></td> <td>Approx. 1950 rpm @ 2760 rpm (Adjustable)</td> </tr> <tr> <td><b>Overall Length (w/baskets):</b></td> <td>93.9" (238 cm)</td> <td></td> <td></td> </tr> <tr> <td><b>Overall Width:</b></td> <td>68.0" (173 cm)</td> <td></td> <td></td> </tr> </table>	<b>Width of Cut:</b>	59.0" (150 cm)	<b>Overall Height:</b>	77.5" (197 cm)	<b>Wheel Tread:</b>	50.5" (128 cm)	<b>Net Weight (no fuel, no operator):</b>	1,216 lbs. (552 kg)	<b>Wheel Base:</b>	48.6" (123 cm)	<b>Reel Speed:</b>	Approx. 1950 rpm @ 2760 rpm (Adjustable)	<b>Overall Length (w/baskets):</b>	93.9" (238 cm)			<b>Overall Width:</b>	68.0" (173 cm)		
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<b>Overall Width:</b>	68.0" (173 cm)																				
<b>TIRES</b>	Three 19 x 10.5-8, 2 ply pneumatic tubeless demountable and interchangeable. Smooth tread (approx. 1290 rev/mile). 8-12 psi front; 8-15 psi rear.																				
<b>LEAK DETECTION</b>	Turf Guardian™ optional.																				
<b>BACKLAPPING</b>	Standard equipment.																				
<b>BRAKES</b>	6" (15.2 cm) drum type mechanical with rack and pawl lock for parking.																				
<b>SEAT</b>	Contour seat with high backrest. 7" (17.8 cm) fore/aft slider adjustment with two mounting positions, allowing 9" (22.8 cm) total seat travel. Operator manual tube mounted on the seat back for easy access.																				
<b>ROPS</b>	Roll over protection system standard.																				
<b>CERTIFICATION</b>	Certified to meet ANSI specification B71.4-2012 and European CE standards with appropriate kits installed.																				
<b>WARRANTY</b>	Two-year limited warranty. Refer to the Operator's Manual for further details.																				

8 BLADE DPA CUTTING UNITS, 04652 11-BLADE DPA CUTTING UNITS, 04654 14-BLADE CUTTING UNITS, 04656	
<b>TRACTOR</b>	These cutting units will mount on any Toro riding Greensmaster (excluding Greensmaster TriFlex 33xx/34xx series).
<b>HEIGHT OF CUT (HOC) RANGE</b>	Cutting height is adjusted on front roller by two vertical screws and held by two locking cap screws. Bench HOC range is .062"-.297" (1.6-7.5 mm). With high HOC kit, range is .297-1.0" (7.5-25.4 mm). Effective HOC may vary depending on turf conditions and bedknife installed.
<b>REEL WELDMENT</b>	Reels are 5" (13 cm) in diameter, 21" (53.3 cm) in length. High carbon steel blades are welded to 5 stamped steel spiders, and heat treated to RC 48-54 hardness. The reel is ground for diameter and concentricity, and backgrind.
<b>REEL BEARINGS</b>	Two stainless steel ball bearings, 30 mm inside diameter slip fit onto reel shaft retained by internally splined threaded insert. Low drag seals/slingers for added protection with o-ring sealed motor and counterweight. Reel position maintained by a wave washer with no adjusting nut.
<b>MAINTENANCE</b>	No grease zerks, sealed bearing design eliminates daily maintenance.
<b>REEL DRIVE</b>	The reel weldment shaft is a 1.375" (35 mm) diameter tube with internally splined threaded insert.
<b>FRAME</b>	Precision machined, die-cast aluminum cross member with two bolt-on die-cast aluminum side plates.
<b>AGGRESSIVENESS</b>	Aggressiveness stays constant throughout the life of the reel. Patented design.
<b>BEDKNIFE</b>	Replaceable single edged EdgeMax™ Microcut Bedknife is standard.
<b>BEDKNIFE ADJUSTMENT</b>	Dual screw, indexed "click" adjustment to the reel; detents corresponding positively to .0007" (.018 mm) bedknife movement for each position.
<b>FRONT &amp; REAR ROLLERS</b>	Front: Not included with cutting unit, purchased separately. Option between full, narrow-spaced and wide-spaced roller. Rear: Steel full, 2" (5.1 cm) diameter with sealed bearings and through-shaft.
<b>GRASS SHIELD</b>	Non-adjustable shield with adjustable cut-off bar to improve grass discharge from reel in wet conditions.
<b>TOTAL WEIGHT</b>	8-blade: 72 lbs. (32.7 kg) with aluminum Wiehle Roller. 11-blade: 75 lbs. (34 kg) with aluminum Narrow Wiehle Roller. 14-blade: 78 lbs. (35 kg) with aluminum Wiehle Roller.

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# Greensmaster® 3250-D Accessories

## GREENSMaster 3250-D ACCESSORIES

TRACTION UNIT ACCESSORIES	
04477	3-Wheel Drive Kit
04479	Thatching Reel (Set of 1)
04494	Greens Spiker Kit
04495	Greens Tri-Roller Kit
30707	Armrest Kit
99-4506	Traction Tires
104-7701	Hydraulic Oil Cooler Kit
04554	Light Kit
120-1951	Spark Arrestor
04497	Leak Detector
112-0279	Front Wheel Weight Kit
100-6442	2WD Weight Kit
99-1645	3WD Weight Kit
100-6430	Hose Adapter Kit
105-9766	Radiator Screen Kit
104-9400	Ground Follow Kit
115-4510	Bimini Folding Shade
115-4754	Wireless Hour Meter

ROLLER OPTIONS	
04626	Front Narrow Wiehle Roller (set of 3)
04627	Front Wide Wiehle Roller (set of 3)
04625	Front Full Roller (set of 3)
04628	Solid Steel Roller Kit (front Wiehle & rear steel rollers)
04629	Anti-Bobbing Roller
71-1550	Cast Iron Rear Wiehle Roller
107-3514	Steel Wide Wiehle Roller
121-4675	Extended Wiehle Roller
04258	Extended Narrow Wiehle Roller
04267	Narrow Wiehle Roller (for paspalum)
107-3510	Steel Narrow Wiehle Roller
120-9595	Steel Rear Roller (standard)
125-5180	DPA Rear Roller Extension Kit
120-9600	High Height of Cut Kit
04249	Split Full Front Roller
04250	Split Narrow Wiehle Roller

CUTTING UNIT & REEL OPTIONS	
04652	8-Blade Cutting Unit
04654	11-Blade Cutting Unit
04656	14-Blade Cutting Unit
119-4103	8-Blade Reel (Individual)
121-6651	8-Blade Reel, Heavy-Duty (Individual)
119-4104	11-Blade Reel (Individual)
127-2202	14-Blade Reel (Individual)

GROOMER OPTIONS	
04709	Groomer Drive (LH) (Set of 1)
04710	Groomer Drive (RH) (Set of 1)
04712	Groomer Reel, Spring Steel (Set of 1)
04713	Groomer Brush (Set of 1)
04274	Grooming Brush - Soft
04275	Grooming Brush - Stiff
112-9248	Groomer Pull Link Kit
04744	Grooming Reel - Thin Blade (Set of 1)

SCRAPER OPTIONS	
125-5303	Front Narrow Wiehle Roller Scraper
125-5304	Front Wide Wiehle Roller Scraper
125-5305	Front Full Roller Scraper
115-7377	Front Narrow Wiehle Roller Scraper Brush
115-7378	Front Wide Wiehle Roller Scraper Brush
115-7379	Front Full Roller Scraper Brush
115-7380	Front Narrow Wiehle Roller Scraper Comb
115-7381	Front Wide Wiehle Roller Scraper Comb
115-7382	Front Full Roller Scraper Comb
115-7383	Rear Roller Scraper
121-2260	Adjustable Rear Roller Scraper
04646	Spring Loaded Rear Roller Scraper (Set of 3)
107-9561	Anti-Bobbing Roller Scraper Kit
04726	Rotating Rear Roller Brush (LH) (Set of 1)
04724	Rotating Rear Roller Brush (RH) (Set of 1)

BEDKNIFE & BEDBAR OPTIONS	
93-4262	Microcut Bedknife
93-4263	Tournament Bedknife
93-4264	Low Cut Bedknife
94-6392	High Cut Bedknife
63-8600	Fairway Bedknife
108-4303	Extended Microcut Bedknife
108-4302	Extended Tournament Bedknife
115-1880	EdgeMax™ Microcut Bedknife (Standard)
115-1881	EdgeMax™ Tournament Bedknife
112-7475	EdgeMax™ Fairway Bedknife
106-2648-01	Bedbar (Standard)
99-3794-03	Aggressive Bedbar

THATCHING REEL ACCESSORIES	
117-6824	Thin dynaBLADE, (1.2mm Thickness) (Individual)
119-1128	Regular dynaBLADE, (2mm Thickness) (Individual)
117-6839	Replacement Kit, 1.2mm dynaBLADE (36 Blades)
117-6840	Replacement Kit, 2mm dynaBLADE (36 Blades)
121-6675	Spring Steel Kit
121-6674	Blade, Spring Steel
121-9525	Thatching Reel Quick Change Kit

BIO-HYDRAULIC FLUID / HYDRAULIC FLUID / OIL	
119-2157	Bio-Hydraulic Fluid, 5 gal. (18.9 L)
119-2158	Bio-Hydraulic Fluid, 55 gal. (208.2 L)
108-1178	Premium Hydraulic Fluid, 5 gal. (18.9 L)
108-1177	Premium Hydraulic Fluid, 55 gal. (208.2 L)
121-6393	Premium Engine Oil SAE 10W30, 5 gal. (18.9 L)
121-6392	Premium Engine Oil SAE 10W30, 55 gal. (208.2 L)

TOOLS	
04399	Turf Evaluator
125-5610	Paper - Reel
125-5611	Shim - Reel
94-9010	Height of Cut Bar Assembly

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The Toro logo is a red rounded rectangle with the word "TORO" in white, bold, sans-serif capital letters.

# Reelmaster® 3100-D

SMALL AREA REEL MOWER

## FEATURES

- Kubota® 21.5 hp (16 kW) diesel engine
- Exclusive Sidewinder® cutting system
- 72" (183 cm) or 85" (216 cm) width of cut
- Series/Parallel™ 3WD

## A must for any course.

When you need a reel trim mower whose cutting quality and versatility is second to none, the Toro® Reelmaster® 3100-D is the clear choice. It's the only reel mower with Sidewinder® technology that slides the cutting units side-to-side, on the fly, to reach turf that other mowers can't. It's perfect for mowing around greens and bunkers where precision control is a must. Add the legendary Toro cutting units and triplex configuration, and the 3100-D is the best reel trim mower on the market.

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**4**  
TIER





# Reelmaster® 3100-D Specifications\*

	REELMASTER 3100-D, MODEL 03170	REELMASTER 3100-D, MODEL 03171 w/SIDEWINDER
<b>ENGINE</b>	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 <sup>3</sup> ) displacement. Pressurized lubrication system with 3.5 U.S. qt. (3.3 liter) capacity. Heavy-duty, radial seal air cleaner. Fuel/water separator with visible bowl.	
<b>CONFIGURATION</b>	Rear mounted engine, front operator position. Rear mounted radiator. Two post ROPS and seat belt standard.	
<b>FUEL CAPACITY</b>	7.5 gallons (28 liters). Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	
<b>TRACTION DRIVE</b>	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.	
<b>GROUND SPEED</b>	Mow: 0-6 mph (0-10 km/h); Transport: 0-9 mph (0-14 km/h). Reverse: 0-4 mph. (0-6 km/h).	
<b>CONTROLS</b>	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.	
<b>GAUGES</b>	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).	
<b>ELECTRICAL &amp; INTERLOCKS</b>	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.	
<b>TIRES</b>	Front: 20 x 12-10, 4-ply Turf Tread. Rear: 20 x 10-10, 4-ply Turf Tread	
<b>FRAME</b>	Formed steel, welded steel and steel tubing.	
<b>BRAKES</b>	Hydrostatic service brake, hand-operated parking brake.	
<b>STEERING</b>	Power steering with tilt steering wheel.	
<b>OVERALL DIMENSIONS</b>	Track Width: 55" (140 cm) Wheel Base: 56" (142 cm) Overall Length: 93" (248 cm)	Overall Height: 71" (180 cm) with ROPS Transport Width: 80" (203 cm) in 72" (183 cm) woc 92" (234 cm) in 85" (216 cm) woc Approx. Weight with Cutting units: 1860 lbs. (844 kg)
<b>CUTTING UNIT CONFIGURATION</b>	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.
<b>CUTTING UNIT OFFSET</b>	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.
<b>CERTIFICATION</b>	This product complies with the American National Standards Institute (ANSI B71-4 – 2012) and European Community specifications (CE Certified). EN ISO 5395.	
<b>WARRANTY</b>	Two-year limited warranty, refer to operators manual for details.	

	27" CUTTING UNITS (03180, 03181, 03183) / 32" CUTTING UNITS (03182)
<b>TYPE</b>	Three hydraulically-driven, balanced, 7" (17.8 cm) diameter reels. Cutting units interchangeable to all three positions.
<b>REEL BLADE OPTIONS</b>	5, 8, and 11-blade reels available for 27" (68.6 cm) cutting unit. 8-blade reels available for 32" (81.3 cm) cutting unit.
<b>HOC RANGE</b>	Height of cut ranges .25" to 2" (.63 - 5.1 cm) standard in floating position, 1.5" to 2.5" (3.8 - 6.4 cm) in fixed position.
<b>CUTTING WIDTH</b>	72" (183 cm), or 85" (216 cm) width of cut dependent on cutting unit selection.
<b>CLIP FREQUENCY/BACKLAPPING</b>	Manually controlled variable reel speed for adjustment of clip frequency. Standard on-board backlapping.
<b>BEDKNIFE-TO-REEL ADJUSTMENT</b>	Dual point adjustment (DPA) of bedknife to reel.
<b>ROLLERS</b>	Full roller standard on rear of cutting unit and plastic front Wiehle roller.

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# Reelmaster® 3100-D Accessories\*

CUTTING UNIT OPTIONS	
03188	27" (69 cm) 5-Blade DPA Cutting Unit
03189	27" (69 cm) 8-Blade DPA Cutting Unit
03190	27" (69 cm) 11-Blade DPA Cutting Unit
03203	27" (69 cm) Verticutter Cutting Unit
03191	32" (81 cm) 8-Blade DPA Cutting Unit

27" (69 CM) DPA CUTTING UNIT ACCESSORIES	
03240	Universal Groomer
03241	27" (69 cm) Groomer Cartridge
03242	27" (69 cm) Universal RRB Kit
03243	Rear Roller Brush Kit
03244	End Weight Kit
132-7125	Broomer Kit
03185	Grass Basket Kit
114-9368	Rear Roller Scraper Kit
114-9372-03	Wiehle Roller Scraper
114-9376	Comb/Scraper Kit
119-0630	Shoulder Roller Asm
114-9381-03	Shoulder Roller Scraper
114-9383	Full Front Roller
114-9386-03	Full Front Roller Scraper
119-4286	Short Rear Roller Asm
115-0838	High HOC Brush
119-0646-03	Fixed Plate (2 per cutting unit)
119-0649	Trim/HD Collar Kit (6 per roller)
119-0635	RM3100 Tipper Roller Kit
98-1852	Gauge Bar

TRACTION UNIT ACCESSORIES	
30358	Bimini Canvas Sunshade
115-4754	myTurf Wireless Hour Meter Assembly
03614	Golf Ball Guard

32" (81 CM) DPA CUTTING UNIT ACCESSORIES	
03246	Rear Roller Brush Kit
03244	End Weight Kit
127-2104	5-Blade Service Reel
114-9369	Rear Roller Scraper Kit
114-9373-03	Wiehle Roller Scraper
114-9377	Comb/Scraper Kit
115-0849	High HOC Brush
114-9384	Full Front Roller
114-9387-03	Full Front Roller Scraper
119-0640	Shoulder Roller Asm
114-9382-03	Shoulder Roller Scraper
119-4288	Short Rear Roller Asm
119-0646-03	Fixed Plate (2 per cutting unit)
119-0649	Trim/HD Collar Kit (6 per roller)
119-0635	RM3100 Tipper Roller Kit
98-1852	Gauge Bar

BEDKNIFE OPTIONS	
114-9388	Standard (27") - Production
114-9389	Standard (32") - Production
112-8910	EdgeMax™ (27")
112-8956	EdgeMax™ (32")
114-9390	Heavy-Duty (27")
114-9391	Heavy-Duty (32")
120-1641	Extended Low-Cut (27")
120-1642	Extended Low-Cut (32")

\*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.





**TORO**

# Reelmaster<sup>®</sup> 5410/5510/5610

FAIRWAY MOWERS

## FEATURES

- *Powerful Tier 4 compliant engines – featuring Yanmar<sup>®</sup> 3-cylinder, liquid-cooled, diesel engines.*
- *Proven Reliability & Performance – time tested platform delivers exceptional durability, high performance and versatility.*
- *Enhanced climbing and hillside stability – CrossTrax<sup>™</sup> all-wheel drive system is based on the Toro patented Series/Parallel<sup>™</sup> design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction.*
- *Precise Monitoring & Control – an onboard InfoCenter allows viewing and changing of settings. It also provides essential information about service intervals, diagnostics and faults. Toro's Mow Speed Limiter is a simple mechanical design which produces consistent results regardless of the operator.*
- *Unparalleled Operator Comfort – with a tilt steering wheel and easy-access steps for every size operator, to a deluxe suspension seat, and a well thought out design that moved the radiator to the rear of the engine compartment to move heat rejection and noise away from operator, these fairway mowers are designed for a comfortable, all-day operation.*
- *Outstanding Quality of Cut – Dual Precision Adjustment (DPA) cutting units – featuring Toro's all new EdgeSeries<sup>™</sup> reels combine to deliver a consistent, high quality cut and superior after cut appearance, while reducing maintenance with improved reel edge retention.*

## Leading by reputation.

Performance, productivity and quality are just words if a piece of equipment has not earned them through actual customer usage. After 10 years of satisfying customers, the Reelmaster 5410, 5510 and 5610 have earned a reputation for delivering exceptional performance, maximum productivity and high quality. And we haven't stood still over the years. Toro spends a lot of time listening closely to our customers to better understand their evolving requirements. Based on customer input, Toro engineers continually work to refine and improve each fairway mower to meet those needs. Everything from operator comfort and efficiency, to tractor performance, to cutting unit after-cut-appearance improvements, and even ease of maintenance is reviewed in our relentless effort to maximize productivity and efficiency.

[toro.com/reelmaster](http://toro.com/reelmaster)

**4  
TIER**

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**Call your Toro distributor at 800-803-8676**



# Reelmaster® 5410 / 5410-D Specifications

	REELMASTER 5410 DIESEL, MODEL 03675	REELMASTER 5410-D TIER 4 DIESEL, MODEL 03606	
<b>ENGINE</b>	Kubota® 4-cylinder, liquid cooled, diesel engine. 35.5 hp (26.5 kW) @ 3000 rpm.	Yanmar® 3-cylinder, liquid cooled, diesel engine. 36.8 hp (27.5 kW), 74.4 ft. lbs. (105 Nm) torque, 1.64 liter displacement.	
<b>LUBRICATION</b>	Pressurized lubrication system with 5.0 quart (4.7 liter) capacity.		
<b>FUEL FILTER</b>	Replaceable spin-on fuel filter/water separator.		
<b>AIR CLEANER</b>	Heavy-duty three-stage, radial seal air cleaner with restriction indicator.		
<b>COOLING</b>	Rear mounted radiator with industrial tube and fin construction, 6.5 fins per inch, 7.0 quart (6.6 liter) capacity.	Plate and bar radiator/oil cooler combination, 6.3 fins per inch, 10 quart (9.5 liter) capacity.	
<b>FUEL TANK CAPACITY</b>	13.5 gallon (51.1 liter) capacity. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	14 gallon (53 liter) capacity.	
<b>HYDRAULIC OIL CAPACITY</b>	9.0 gallon (34.1 liter) capacity.	15 gallon (56.8 liter) capacity.	
<b>TRACTION DRIVE</b>	Front drive wheels powered by a hydrostatic pump with individual wheel motors. All-wheel drive optional with CrossTrax® All-Wheel Drive system, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors		
<b>GROUND SPEED</b>	0-10 mph (0-16 km/hr) forward transport; 0-8 mph (0-12.8 km/hr) mow; 0-4 mph (0-6.4 km/h) reverse.		
<b>TIRES</b>	Front traction tires: 26.5 x 14-12 turf tires    Rear steer tires: 20 x 12-10		
<b>MAIN FRAME</b>	High strength steel frame with welded construction.		
<b>BRAKES</b>	Individual left and right drum-type front wheel brakes. Brakes may be actuated for service braking via left foot pedal. Integrated foot pedal lock provides parking brake. Dynamic braking through hydrostatic traction drive system.		
<b>STEERING</b>	Rear wheel, power steering with an independent hydraulic pump and circuit.		
<b>GAUGES</b>	InfoCenter™ onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics, indicates fuel level, coolant temp., low oil pressure, alternator, engine hours, engine rpm, voltage, reel speed, backlap speed, glow indicator (diesel), lift/lower indicator.		
<b>CONTROLS</b>	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, isochronous engine speed control, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	
<b>ELECTRICAL &amp; INTERLOCKS</b>	Heavy-duty 12-volt battery, 570 CCA, 40 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	Heavy-duty 12-volt battery, 570 CCA, 55 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	
<b>REEL DRIVE</b>	Reel drive circuit is split independently for front and rear cutting units. Hydraulic functions controlled by an integrated hydraulic control block. Reel speeds are electronically adjustable in nine incremental settings. Standard on-board backlapping.		
<b>CUTTING UNIT LIFT/LOWER</b>	Front and rear cutting unit lift/lower is sequenced for uniform starting and ending points.		
<b>SEAT</b>	Deluxe high back suspension seat with fore, aft, height and weight adjustment.		
<b>ROPS</b>	Standard with seat belt		
<b>HEIGHT</b>	63" (160 cm) seat top, 85" (217.2 cm) top of ROPS.		
<b>LENGTH (2WD)</b>	111" (281.9 cm)		
<b>WHEEL BASE</b>	60" (152.4 cm)		
<b>OPERATIONAL WIDTH</b>	113.5" (288.3 cm)		
<b>TRANSPORT WIDTH</b>	92" (233.7 cm)		
<b>WEIGHT</b>	2,505 lbs. (1,136 kg) (2WD), 2,615 lbs. (1,186 kg) (4WD)	2,943 lbs. (1,335 kg) (2WD), 3,053 lbs. (1,385 kg) (4WD)	
<b>CERTIFICATION</b>	Complies with ANSI B71.4-2004 and CE requirements. Certain machine configurations require rear weight kits for standards compliance, see Operator's Manual for details.		
<b>WARRANTY</b>	Two-year limited warranty. Refer to the Operator's Manual for further details.		

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# Reelmaster 5410 / 5410-D Accessories

		8-BLADE CUTTING UNIT, MODEL 03621	11-BLADE CUTTING UNIT, MODEL 03623
<b>TYPE</b>		5-plex, hydraulically driven, balanced cutting units with adjustable rear weight transfer spring. Cutting units feature quick disconnect for removal/installation and are interchangeable to all positions. Cutting units also feature rear throw capability.	
<b>SIZE</b>		22" (56 cm) wide, 5" (12.7 cm) diameter, 8 & 11" blade cutting units.	
<b>WIDTH OF CUT</b>		100" (254 cm)	
<b>HOC RANGE</b>		0.25" - 1.0" (6.4-25.4 mm) standard. Up to 1.5" (38.1 mm) with high height of cut kit.	
<b>REEL SPEED</b>		Manually controlled, variable reel speed for control of clip frequency. Reel speeds are incrementally adjustable between 200-2,000 rpm with a backlap speed of 200 rpm.	
<b>BEDKNIFE ADJUSTMENT</b>		Dual Precision Adjustment (DPA), bedknife to reel.	
<b>ROLLERS</b>		3" (7.6 cm) diameter, deep groove plastic Wiehle front roller. 2.5" (6.4 cm) diameter shortened steel rear roller. Other roller configurations optional.	

		UNIVERSAL GROOMER, MODEL 03763
<b>TYPE</b>		Forward, Reverse & Neutral. Rotating blades with optional Broomer™ brush strips that are woven within the blade helix for full width turf contact.
<b>GROOMING WIDTH</b>		20.5" (52.1 cm)
<b>GROOMING RANGE</b>		0-0.25" (0-6.4 mm) below height of cut when engaged, 0.5" (0-12.7 mm) above Groomer height of cut when disengaged.
<b>BLADES</b>		2.5" (6.4 cm) diameter, 0.042" (1 mm) thick heat treated spring steel blades with 0.5" (12.7 mm) spacing.

		POWERED REAR ROLLER BRUSH, MODEL 03668
<b>TYPE</b>		Rotating, helically woven, stiff bristled brush. Spring loaded belt drive.
<b>CONTACT POINTS</b>		Tightly woven 11-point contact.
<b>SPIN RATE</b>		Rapid 2000 rpm spin rate.

CUTTING UNITS	
03621	5" (12.7 cm) 8-blade DPA cutting unit
03623	5" (12.7 cm) 11-blade DPA cutting unit
03618	5" (12.7 cm) verticutter cutting unit

TRACTION UNIT ACCESSORIES	
03655	CrossTrax® All-Wheel Drive Kit
03667	Air-ride Seat Suspension
03614	Golf Ball Guard
30349	Universal Sunshade - White
30552	Universal Sunshade - Red

5" (12.7 cm) CUTTING UNIT ACCESSORIES	
03763	Universal Groomer
03765	22" (56 cm) Groomer Cartridge
03767	Grooming Brush Cartridge
03417	Universal Only Weight Kit
03658	Powered rear roller brush for groomers
03413	Weight for cutting units with attachments
03406	Powered rear roller brush only
03411	End Weight Kit
03415	Flex Grass Basket
131-6845	Flex Groomer Rod Kit

BEDKNIFE OPTIONS	
108-9095	EdgeMax™
108-9096	Standard
127-7132	EdgeMax Low Cut
110-4084	Low Cut
119-4280	EdgeMax Extended Low Cut
120-1640	Extended Low Cut
110-4074	Heavy Duty

SCRAPER OPTIONS	
107-3280	Rear Roller Scraper
107-2993-03	Wiehle Roller Scraper
110-1735	Comb Scraper Kit

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# Reelmaster<sup>®</sup> 5510 / 5510-D Specifications<sup>™</sup>

	REELMASTER 5510, MODEL 03676	REELMASTER 5510-D (A), TIER 4 DIESEL, MODEL 03607	
<b>ENGINE</b>	Kubota <sup>®</sup> 4-cylinder, liquid cooled, diesel engine. 35.5 hp (26.5 kW) @ 3000 rpm.	Yanmar <sup>®</sup> 3-cylinder, liquid cooled, diesel engine. 36.8 hp (27.5 kW), 74.4 ft. lbs. (105 Nm) torque, 1.64 liter displacement. Tier 4 Final Compliant.	
<b>LUBRICATION</b>	Pressurized lubrication system with 5.0 quart (4.7 liter) capacity.		
<b>FUEL FILTER</b>	Replaceable spin-on fuel filter/water separator.		
<b>AIR CLEANER</b>	Heavy-duty three-stage, radial seal air cleaner with restriction indicator.		
<b>COOLING</b>	Rear mounted radiator with industrial tube and fin construction, 6.5 fins per inch, 7.0 quart (6.6 liter) capacity.	Plate and bar radiator/oil cooler combination, 6.3 fins per inch, 10 quart (9.5 liter) capacity.	
<b>FUEL TANK CAPACITY</b>	13.5 gallon (51.1 liter) capacity. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	14 gallon (53 liter) capacity.	
<b>HYDRAULIC OIL CAPACITY</b>	9.0 gallon (34.1 liter) capacity.	15 gallon (56.8 liter) capacity.	
<b>TRACTION DRIVE</b>	Front drive wheels powered by a hydrostatic pump with individual wheel motors. All-wheel drive optional with CrossTrax <sup>®</sup> All-Wheel Drive system, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors		
<b>GROUND SPEED</b>	0-10 mph (0-16 km/hr) forward transport; 0-8 mph (0-12.8 km/hr) mow; 0-4 mph (0-6.4 km/h) reverse.		
<b>TIRES</b>	Front traction tires: 26.5 x 14-12 turf tires    Rear steer tires: 20 x 12-10		
<b>MAIN FRAME</b>	High strength steel frame with welded construction.		
<b>BRAKES</b>	Individual left and right drum-type front wheel brakes. Brakes may be actuated for service braking via left foot pedal. Integrated foot pedal lock provides parking brake. Dynamic braking through hydrostatic traction drive system.		
<b>STEERING</b>	Rear wheel, power steering with an independent hydraulic pump and circuit.		
<b>GAUGES</b>	InfoCenter <sup>™</sup> onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics, indicates fuel level, coolant temp., low oil pressure, alternator, engine hours, engine rpm, voltage, reel speed, backlap speed, glow indicator (diesel), lift/lower indicator.		
<b>CONTROLS</b>	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, isochronous engine speed control, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	
<b>ELECTRICAL &amp; INTERLOCKS</b>	Heavy-duty 12-volt battery, 570 CCA, 40 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	Heavy-duty 12-volt battery, 570 CCA, 55 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	
<b>REEL DRIVE</b>	Reel drive circuit is split independently for front and rear cutting units. Hydraulic functions controlled by an integrated hydraulic control block. Reel speeds are electronically adjustable in nine incremental settings. Standard on-board backlapping.		
<b>CUTTING UNIT LIFT/LOWER</b>	Front and rear cutting unit lift/lower is sequenced for uniform starting and ending points.		
<b>SEAT</b>	Deluxe high back suspension seat with fore, aft, height and weight adjustment.		
<b>ROPS</b>	Standard with seat belt		
<b>HEIGHT</b>	63" (160 cm) seat top, 85.5" (217.2 cm) top of ROPS.		
<b>LENGTH (2WD)</b>	111" (281.9 cm)		
<b>WHEEL BASE</b>	60" (152.4 cm)		
<b>OPERATIONAL WIDTH</b>	116" (288.3 cm)		
<b>TRANSPORT WIDTH</b>	92" (233.7 cm)		
<b>WEIGHT</b>	2,693 lbs. (1,222 kg) (2WD), 2,803 lbs. (1,271 kg) (4WD)	3,131 lbs. (1,420 kg) (2WD), 3,241 lbs. (1,470 kg) (4WD)	
<b>CERTIFICATION</b>	Complies with ANSI B71.4-2004 and CE requirements. Certain machine configurations require rear weight kits for standards compliance, see Operator's Manual for details.		
<b>WARRANTY</b>	Two-year limited warranty. Refer to the Operator's Manual for further details.		

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# Reelmaster® 5510 / 5510-D Accessories

8 AND 11-BLADE CUTTING UNITS, MODELS 03638, 03639 AND 03641	
<b>TYPE</b>	5-plex, hydraulically driven, balanced cutting units with adjustable rear weight transfer spring. Cutting units feature quick disconnect for removal/installation and are interchangeable to all positions. Cutting units also feature rear throw capability.
<b>SIZE</b>	22" (56 cm) wide, 7" (17.8 cm) diameter, 8 and 11 blade cutting units.
<b>WIDTH OF CUT</b>	100" (254 cm)
<b>HOC RANGE</b>	0.25" - 1" (6.4-25.4 mm) standard. Up to 2" (50.8 mm) with high height of cut kit.
<b>REEL SPEED</b>	Manually controlled, variable reel speed for control of clip frequency. Reel speeds are incrementally adjustable between 200-1,650 rpm with a backlap speed of 200 rpm.
<b>BEDKNIFE ADJUSTMENT</b>	Dual Precision Adjustment (DPA), bedknife to reel.
<b>ROLLERS</b>	3" (7.6 cm) diameter, deep groove plastic Wiehle front roller. 3" (7.6 cm) diameter steel rear roller. Other roller configurations optional.

UNIVERSAL GROOMER, MODEL 03763	
<b>TYPE</b>	Forward, Reverse & Neutral. Rotating blades with optional Broomer™ brush strips that are woven within the blade helix for full width turf contact.
<b>GROOMING WIDTH</b>	20.5" (52.1 cm)
<b>GROOMING RANGE</b>	0-0.25" (0-6.4 mm) below height of cut when engaged, 0-0.25" (0-6.4 mm) above height of cut when disengaged.
<b>BLADES</b>	2.5" (6.4 cm) diameter, 0.042" (1 mm) thick heat treated spring steel blades with 0.5" (12.7 mm) spacing.

POWERED REAR ROLLER BRUSH, MODEL 03408	
<b>TYPE</b>	Rotating, helically woven, stiff bristled brush. Spring loaded belt drive.
<b>CONTACT POINTS</b>	Tightly woven 11 point contact.
<b>SPIN RATE</b>	Rapid 2000 rpm spin rate.

CUTTING UNITS	
03629	7" (17.8 cm) cutting unit finishing kit
03638	7" (17.8 cm) 8-blade, radial:
03639	7" (17.8 cm) 8-blade, forward-swept
03641	7" (17.8 cm) 11-blade, forward-swept
03619	7" (17.8 cm) verticutter cutting unit

TRACTION UNIT ACCESSORIES	
03655	CrossTrax® All-Wheel Drive Kit
03667	Air-ride Seat Suspension
03614	Golf Ball Guard
30349	Universal Sunshade - White
30552	Universal Sunshade - Red

7" (17.8 cm) CUTTING UNIT ACCESSORIES	
03768	Universal Groomer
03765	22" (56 cm) Groomer Cartridge
03767	Grooming Brush Cartridge
03418	Universal Only Weight Kit
03659	Powered rear roller brush for groomers
03419	Universal w/RRB Weight Kit
03408	Powered rear roller brush only
03405	Weight for cutting units without attachments
03415	Flex Grass Basket
131-6845	Flex Groomer Rod Kit

BEDKNIFE OPTIONS	
108-9095	EdgeMax™
108-9096	Standard
127-7132	EdgeMax Low Cut
110-4084	Low Cut
119-4280	EdgeMax Extended Low Cut
120-1640	Extended Low Cut
110-4074	Heavy Duty

SCRAPER OPTIONS	
107-3280	Rear Roller Scraper
107-2993-03	Wiehle Roller Scraper
110-1735	Comb Scraper Kit

\*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.





# Reelmaster® 5610 Specifications

	REELMASTER 5610 4WD, MODEL 03678	REELMASTER 5610-D 4WD, MODEL 03679 
<b>ENGINE</b>	Kubota® 4-cylinder, liquid cooled, diesel engine. 44.2 hp (33 kW) @ 3000 rpm.	Yanmar® 3-cylinder, liquid cooled, turbo-diesel engine. 43.5 hp (32.4 kW), 74.4 ft. lbs. (105 Nm) torque, 1.64 liter displacement. Tier 4 Final Compliant.
<b>LUBRICATION</b>	Pressurized lubrication system with 5.0 quart (4.7 liter) capacity.	
<b>FUEL FILTER</b>	Replaceable spin-on fuel filter/water separator.	
<b>AIR CLEANER</b>	Heavy duty three-stage, radial seal air cleaner with restriction indicator.	
<b>COOLING</b>	Rear mounted radiator with industrial tube and fin construction, 6.3 fins per inch, 10.0 quart (9.5 liter) capacity.	
<b>FUEL TANK CAPACITY</b>	13.5 gallon (51.1 liter) capacity. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	
<b>HYDRAULIC OIL CAPACITY</b>	9.0 gallon (34.1 liter) capacity.	
<b>TRACTION DRIVE</b>	Front drive wheels powered by a hydrostatic pump with individual wheel motors. All-wheel drive optional with CrossTrax® All-Wheel Drive system, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors.	CrossTrax® All-Wheel Drive system standard, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors.
<b>GROUND SPEED</b>	0-10 mph (0-16 km/hr) forward transport; 0-8 mph (0-12.8 km/hr) mow; 0-4 mph (0-6.4 km/h) reverse.	
<b>TIRES</b>	Front traction tires: 26.5 x 14-12 turf tires; Rear steer tires: 20 x 12-10.	
<b>MAIN FRAME</b>	High strength steel frame with welded construction.	
<b>BRAKES</b>	Individual left and right drum-type front wheel brakes. Brakes may be actuated for service braking via left foot pedal. Integrated foot pedal lock provides parking brake. Dynamic braking through hydrostatic traction drive system.	
<b>STEERING</b>	Rear wheel, power steering with an independent hydraulic pump and circuit.	
<b>GAUGES</b>	InfoCenter™ onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics, indicates fuel level, coolant temp., low oil pressure, alternator, engine hours, engine rpm, voltage, reel speed, backlap speed, glow indicator (diesel), lift/lower indicator.	
<b>CONTROLS</b>	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	
<b>ELECTRICAL &amp; INTERLOCKS</b>	Heavy duty 12-volt battery, 570 CCA, 40 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	
<b>REEL DRIVE</b>	Reel drive circuit is split independently for front and rear cutting units. Hydraulic functions controlled by an integrated hydraulic control block. Reel speeds are electronically adjustable in nine incremental settings. Standard on-board backlapping.	
<b>CUTTING UNIT LIFT/LOWER</b>	Front and rear cutting unit lift/lower is sequenced for uniform starting and ending points.	
<b>SEAT</b>	Deluxe high back suspension seat with fore, aft, height and weight adjustment.	
<b>ROPS</b>	Standard with seat belt	
<b>HEIGHT</b>	63" (160 cm) seat top, 85.5" (217.2 cm) top of ROPS.	
<b>LENGTH (2WD)</b>	111" (281.9 cm)	
<b>WHEEL BASE</b>	60" (152.4 cm)	
<b>OPERATIONAL WIDTH</b>	116" (288.3 cm)	
<b>TRANSPORT WIDTH</b>	92" (233.7 cm)	
<b>WEIGHT</b>	2,756 lbs. (1,276 kg) (2WD), 2,866 lbs. (1,326 kg) (4WD)	
<b>CERTIFICATION</b>	Complies with ANSI B71.4-2004 and CE requirements. Certain machine configurations require rear weight kits for standards compliance, see Operator's Manual for details.	
<b>WARRANTY</b>	Two-year limited warranty. Refer to the Operator's Manual for further details.	

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# Reelmaster® 5610 Accessories

8 AND 11-BLADE CUTTING UNITS, MODELS 03638, 03639 AND 03641	
<b>TYPE</b>	5-plex, hydraulically driven, balanced cutting units with adjustable rear weight transfer spring. Cutting units feature quick disconnect for removal/installation and are interchangeable to all positions. Cutting units also feature rear throw capability.
<b>SIZE</b>	22" (56 cm) wide, 7" (17.8 cm) diameter, 8 and 11 blade cutting units.
<b>WIDTH OF CUT</b>	100" (254 cm)
<b>HOC RANGE</b>	0.25" - 1" (6.4-25.4 mm) standard. Up to 2" (50.8 mm) with high height of cut kit.
<b>REEL SPEED</b>	Manually controlled, variable reel speed for control of clip frequency. Reel speeds are incrementally adjustable between 200-1,650 rpm with a backlap speed of 200 rpm.
<b>BEDKNIFE ADJUSTMENT</b>	Dual Precision Adjustment (DPA), bedknife to reel.
<b>ROLLERS</b>	3" (7.6 cm) diameter, deep groove plastic Wiehle front roller. 3" (7.6 cm) diameter steel rear roller. Other roller configurations optional.

UNIVERSAL GROOMER, MODEL 03763	
<b>TYPE</b>	Forward, Reverse & Neutral. Rotating blades with optional Broomer™ brush strips that are woven within the blade helix for full width turf contact.
<b>GROOMING WIDTH</b>	20.5" (52.1 cm)
<b>GROOMING RANGE</b>	0-0.25" (0-6.4 mm) below height of cut when engaged, 0-0.25" (0-6.4 mm) above height of cut when disengaged.
<b>BLADES</b>	2.5" (6.4 cm) diameter, 0.042" (1 mm) thick heat treated spring steel blades with 0.5" (12.7 mm) spacing.

POWERED REAR ROLLER BRUSH, MODEL 03408	
<b>TYPE</b>	Rotating, helically woven, stiff bristled brush. Spring loaded belt drive.
<b>CONTACT POINTS</b>	Tightly woven 11 point contact.
<b>SPIN RATE</b>	Rapid 2000 rpm spin rate.

CUTTING UNITS	
03629	7" (17.8 cm) cutting unit finishing kit
03638	7" (17.8 cm) 8-blade, radial:
03639	7" (17.8 cm) 8-blade, forward-swept
03641	7" (17.8 cm) 11-blade, forward-swept
03619	7" (17.8 cm) verticutter cutting unit

TRACTION UNIT ACCESSORIES	
03655	CrossTrax® All-Wheel Drive Kit
03667	Air-ride Seat Suspension
03614	Golf Ball Guard
30349	Universal Sunshade - White
30552	Universal Sunshade - Red

7" (17.8 cm) CUTTING UNIT ACCESSORIES	
03768	Universal Groomer
03765	22" (56 cm) Groomer Cartridge
03767	Grooming Brush Cartridge
03418	Universal Only Weight Kit
03659	Powered rear roller brush for groomers
03419	Universal w/RRB Weight Kit
03408	Powered rear roller brush only
03405	Weight for cutting units without attachments
03415	Flex Grass Basket
131-6845	Flex Groomer Rod Kit

BEDKNIFE OPTIONS	
108-9095	EdgeMax™
108-9096	Standard
127-7132	EdgeMax Low Cut
110-4084	Low Cut
119-4280	EdgeMax Extended Low Cut
120-1640	Extended Low Cut
110-4074	Heavy Duty

SCRAPER OPTIONS	
107-3280	Rear Roller Scraper
107-2993-03	Wiehle Roller Scraper
110-1735	Comb Scraper Kit

\*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





The TORO logo is displayed in white, bold, sans-serif capital letters inside a red rounded square.

# Sand Pro<sup>®</sup> 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 (3040), 18hp (5040) Kawasaki V-twin engine
- Responsive hydraulically-actuated front (5040) and rear attachments

## Maintaining bunkers and a whole lot more.

It's time to demand more from your bunker rake. With the exclusive Quick Attach System (QAS) offering tool-free, quick attachment change outs and over 25 valuable attachments, the Sand Pro 3040 and 5040 are versatile utility vehicles with as many uses outside the bunker as in it. The Sand Pro 5040's optional front QAS provides added flexibility and exclusive steerable front attachments for surgical precision. The Toro Sand Pro keeps bunkers in tournament condition every day.

[toro.com/sandpro](http://toro.com/sandpro)



Sand Pro<sup>®</sup> 5040





# Sand Pro® 3040 & 5040 Specifications

	SAND PRO 3040, MODEL 08703	SAND PRO 5040, MODEL 08705
<b>ENGINE</b>	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.
<b>AIR CLEANER SYSTEM</b>	Remote mounted 3-phase Donaldson® air cleaner.	
<b>FUEL CAPACITY</b>	5.0 gallon (18.9 liter) of unleaded gasoline.	
<b>TRACTION DRIVE</b>	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.	
<b>GROUND SPEED</b>	Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	
<b>HYDRAULIC OIL</b>	5.0 gallon (18.9 liter) system capacity. Nylon reservoir to reduce corrosion. 10 (nominal) micron replaceable cartridge.	
<b>TIRES/WHEELS</b>	Three 22 x 11.00-8 pneumatic tubeless tires on demountable, interchangeable wheels. Tire pressure: 4-6 psi (27.5 kPa).	
<b>MAIN FRAME</b>	Tricycle vehicle with welded rectangular tubular steel frame construction. Rear engine placement.	
<b>BRAKES</b>	Dynamic braking through the hydrostatic transmission and hand actuated brake lever.	
<b>STEERING</b>	Manual front wheel steering. 15" (38 cm) diameter steering wheel. Double lubed for life gearbox.	Hydraulic power steering. 15" (38 cm) diameter steering wheel.
<b>CONTROLS/GAUGES</b>	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.
<b>SEAT</b>	High-back cushion seat w/drain hole. 4" front-back adjustment w/additional 1.75" mounting adjustment. (arm rests optional)	
<b>ELECTRICAL FEATURES</b>	12-volt battery, 15 amp., 300 CCA @ 0° F, 12-volt electric starter. Dash mounted ignition switch with key. Neutral interlock switch, seat switch. Also provisions for light kit.	12-volt battery, 15 amp., 300 CCA @ 0° F, 12-volt electric starter. Fender mounted ignition switch with key. Neutral interlock switch, seat switch, also provisions for light kit.
<b>POWER</b>	97 dB(A) under normal operating conditions.	
<b>DIMENSIONS</b>	<b>Width:</b> 58" (147 cm), <b>Length:</b> 67.5" (171.5 cm), <b>Height:</b> 45.25" (114.9 cm), <b>Wheelbase:</b> 42.75" (108 cm)	
<b>GROUND CLEARANCE</b>	6.0" (15.2 cm)	
<b>WEIGHT</b>	Net weight (less fluids): 930 lbs. (421.8 kg).	
<b>WARRANTY</b>	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
<b>FRONT LIFT FRAME ASSEMBLY</b>	Front Quick Attach System™ mounting assembly and hydraulic components. Used on Sand Pro 5040 only. Model 08713.
<b>HYDRAULIC FLEX BLADE</b>	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)
<b>MANUAL BLADE</b>	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
<b>BUNKER PUMP</b>	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.
<b>BUNKER PUMP REMOTE DISCHARGE KIT</b>	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.
<b>LIP BROOM</b>	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) <b>Lip Broom available from Rahn Industries at <a href="http://www.rahngroomer.com">www.rahngroomer.com</a> or 1-800-298-1707.</b>
<b>TURF PLOW</b>	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. <b>Turf Plow is available from Nordic Plow at <a href="http://nordicplow.com">nordicplow.com</a></b>

	MID-MOUNT ATTACHMENTS
<b>MID-MOUNT ASSEMBLY</b>	Base mounting assembly for mid-mount toolbars with spring-loaded regulation to allow relief if obstruction is hit. Model 08731.
<b>WEEDER TINE TOOLBAR</b>	Ideal for removing weeds and grass from less maintained bunkers and fields (requires Mid-Mount Assembly – 08731). Model 08732.
<b>LEVELING BLADE</b>	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.
<b>SOLID TINE TOOLBAR</b>	Used for general scarifying applications. Rotate teeth to maximize tine life (requires Mid-Mount Assembly – 08731). Model 08734.
<b>CARBIDE TINE TOOLBAR</b>	Use in the harshest conditions and for extended life –15 carbide tines included (requires Mid-Mount Assembly – 08731). Model 08735.
<b>SPRING TINE TOOLBAR</b>	Use for light to moderate scarifying and daily maintenance in bunkers and on premium fields (requires Mid-Mount Assembly – 08731). Model 08733.
<b>EDGER</b>	Maintains the grass edge of the outfield near the infield skin or warning track. Easily renovate ballfields by removing overgrown turf and infield lip build-up. Significantly reduces labor required for infield edging (requires Rear Remote Hydraulics – 08781). Model 08766.

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# Sand Pro® 3040 & 5040 Accessories

REAR QAS ATTACHMENTS	
<b>TOOTH RAKE</b>	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.
<b>WEIGHT KIT FOR TOOTH RAKE</b>	Additional weight for the Tooth Rake attachment to improve performance in coarse or wet conditions. Set of 5 weights. PN 115-4333.
<b>TOOTH RAKE BROOM</b>	75" (190 cm) Brush – Attaches behind the Tooth Rake (08751) for a smoother finish. Model 08816.
<b>PIVOTING TROWELS KIT</b>	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.
<b>SPRING RAKE</b>	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.
<b>DRAG MAT CARRIER SYSTEM</b>	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.
<b>COCO DRAG MAT</b>	Quickly produces a premium finish on dry, level surfaces (requires Drag Mat Carrier System - 08756). Model 08758.
<b>STEEL DRAG MAT</b>	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.
<b>NAIL DRAG</b>	Pivots to follow the contours of uneven field surface. Use to scarify, loosen, or weed before smoothing. Easily adjust nail pattern and depth. Accepts up to a 40D common nail. Model 08761.
<b>SEGMENTED GROOMING BROOM</b>	Designed to minimize top surface disruption, to maximize firmness, and provide a smooth finished look in contoured bunkers. Model 08753.
<b>REPLACEMENT SEGMENTED GROOMING BROOM</b>	Replacement grooming broom with stiffer bristles. PN 110-8182.
<b>WEIGHT KIT FOR SEGMENTED GROOMING BROOM</b>	Additional weight for Segmented Grooming Broom to improve performance in coarse or wet conditions. Set of 4 weights. PN 112-0025.
<b>GROOMING BRUSH</b>	Designed to groom and level synthetic turf fields. Designed to brush in topdressing and stand-up turf on greens and tees – (requires Synthetic Turf Brush Kit, PN 119-7107 or Greens Brush Kit, PN 119-7108). Model 08794.
<b>SYNTHETIC TURF BRUSH</b>	For use with Turf Groomer, 08794. PN 119-7107.
<b>GREENS BRUSH</b>	For use with Turf Groomer, 08794. PN 119-7108.
<b>SPRING TINE KIT</b>	Use to help stand-up and decompact synthetic turf. For use with Turf Groomer, 08794. PN 119-7109.
<b>MAGNET ATTACHMENT</b>	Use to collect ferrous debris on synthetic field. For use with Turf Groomer, 08794. PN 119-2827.
<b>SYNTHETIC TURF CONDITIONER</b>	Stainless spring steel brushes loosen infill from compacted synthetic turf fields. Use to scarify, loosen, or weed infields. Use to groom beaches and rocky trails. Model 08790.
<b>QAS FINISH GRADER</b>	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.
<b>RAHN GROOMER</b>	The Rahn GL650 Infield Groomer levels uneven playing fields, helping to prevent ridge build up while creating a safer, more consistent infield. The triple row broom is perfect for finishing the playing surface and can be stored upright for easy transport. The 2-way leveling system provides both a lock and float position to match infield conditions <b>Rahn Groomer available from Rahn Industries at <a href="http://www.rahngroomer.com">www.rahngroomer.com</a> or 800-298-1707.</b>
<b>QAS SPIKER</b>	Use for spiking greens and other formal turf to increase air flow for healthier turf. Model 08755.
<b>QAS DEBRIS BLOWER</b>	High powered blower designed to quickly clear debris from groomed and unwanted areas. Hydraulically-powered, 2000 rpm fan speed – 2700 cfm @ 81 mph (2700 cfm @ 130 kph). Requires Rear Remote Hydraulics - 08781. Model 08759.
<b>BASIC DRAG MAT SYSTEM</b>	Basic Drag Mat System, Model 112-1424 (requires 108-9427 & 110-1375)

ACCESSORIES	
<b>QAS A-FRAME ASSEMBLY</b>	Can attach Spring Rake 08752 to be used independently. PN 108-9427.
<b>400-HOUR FILTER MAINTENANCE KIT</b>	Includes 9 engine oil filters, 2 hydraulic oil filters and 2 air filters. Model 30035.
<b>REAR REMOTE HYDRAULICS</b>	Quick-connect design allows rear-powered attachments to be connected in under a minute. Model 08781.
<b>FRONT REMOTE HYDRAULICS</b>	Quick-connect design allows front-powered attachments to be connected in under a minute. Model 08782.
<b>VARIABLE ORIFICE KIT</b>	Slows hydraulic lift and lower for increased precision and accuracy when using hydraulically-powered attachments. PN 112-1433.
<b>LIGHT KIT</b>	Front and rear flood lights improve operator visibility during low natural light operation. PN 110-1314.
<b>SPEED CONTROL KIT</b>	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.
<b>HITCH/TOW BAR</b>	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.
<b>FRONT WEIGHT KIT</b>	50 lb (22.7kg) – allows the Spiker or Rahn® Groomer attachments without the Front Lift Frame Assembly attached to meet ANSI compliance. PN 100-6442.

OPTIONAL TIRES	
<b>SMOOTH TIRE</b>	Includes individual tire, wheel and stem valve assembly. Typically used on greens. PN 112-0034.
<b>TURF TIRE</b>	Turf tread tire. PN 94-6126.

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# Workman<sup>®</sup> HDX Auto

HEAVY-DUTY UTILITY VEHICLE

## F E A T U R E S

- *Toro SpeedContr'l delivers precise ground speed during spraying and top dressing applications*



- *Two-speed transmission with high and low range*
- *Total vehicle payload of 3,295 lbs (1498 kg)\**
- *Towing capacity 3,500 lbs (1591 kg)*
- *Kohler<sup>®</sup> 28hp liquid-cooled EFI gasoline engine*
- *Two-wheel and four-wheel drive options*

## You asked for it, Toro delivered.

No manual clutch, no shifting, and no sacrifices. The same reliability, quality, and product features you have come to expect from Toro heavy-duty utility vehicles just got better.

Toro's all new Workman HDX Auto. The days of slipping tires as you let out the clutch are gone. The days of training new operators on how to drive a manual transmission are gone.

Powered by a 28hp Kohler<sup>®</sup> liquid-cooled EFI engine that is optimally timed with the transmission to deliver peak torque from 0-20 mph. No lack of power with this machine, climb the most difficult terrain with a load of sand and you will forget the bed is full.

Toro's proprietary SpeedContr'l™ insures precise ground speed to engine speed critical for accurate application rates with bed mounted top dressers and sprayers. Simply select the correct position on the SpeedContr'l and you are set. Put your foot to the floor and maintain consistent speed over undulating fairways and hills. Let the transmission and the engine do the work so the operator can focus on getting the job done.

[toro.com/hd](http://toro.com/hd)



**Call your Toro distributor at 800-803-8676**



# Workman® HDX Auto Specifications

WORKMAN HDX AUTO, MODEL 07390 / 07390TC	
<b>ENGINE</b>	28 hp (14.9 kW) Kohler® LH775 Twin-cylinder, liquid-cooled electronic fuel injection
<b>DISPLACEMENT</b>	747cc
<b>FUEL</b>	Gasoline
<b>COOLING</b>	Liquid
<b>TRANSMISSION</b>	Variable speed transmission with forward high-low range and reverse featuring Toro SpeedContr <sup>1</sup> ™
<b>MAXIMUM SPEED</b>	Forward low range 11 mph (17.7 km/h), Forward high range 20 mph (32.2 km/h), Reverse 13 mph (20.9 km/h)
<b>4WD MODEL</b>	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.
<b>BASE MACHINE WEIGHT (INCLUDES BED)</b>	HDX Auto 2WD: 1,905 lbs (866 kg) HDX Auto 4WD: 1,935 lbs (880 kg)
<b>TOTAL PAYLOAD CAPACITY (INCLUDING TWO, 200LB PASSENGERS)</b>	HDX Auto 2WD: 3,295 lbs (1498 kg) HDX Auto 4WD: 3,265 lbs (1484 kg)
<b>CARGO BED CAPACITY (ASSUMES TWO, 200LB PASSENGERS)</b>	HDX Auto 2WD: 2,895 lbs (1316 kg) HDX Auto 4WD: 2,865 lbs (1303 kg)
<b>LENGTH</b>	127.6" (324 cm) without bed; 130" (330 cm) with bed
<b>WIDTH</b>	64.7" (164.3 cm)
<b>HEIGHT</b>	75.8" (192.5 cm) to top of ROPS
<b>CLEARANCE CIRCLE</b>	2WD Inside = 32" (81 cm); Outside = 194" (493 cm) 4WD Inside = 100" (254 cm); Outside = 300" (726 cm)
<b>GROUND CLEARANCE</b>	7" (18 cm) with no load
<b>DIFFERENTIAL LOCK</b>	Electronic switch to engage rear differential lock
<b>FRONT SUSPENSION</b>	Independent suspension with dual A-frame control arms, dual coil springs and dual shock absorbers with anti-sway bar. Provides 5.75" (14.6 cm) travel.
<b>REAR SUSPENSION</b>	DeDion rear axle (weight carrying axle) suspension independent of transaxle with dual leaf springs and dual shock absorbers. Provides 3" (7.6 cm) travel.
<b>BRAKES</b>	4-wheel hydraulic disc brake system
<b>CERTIFICATIONS</b>	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.
<b>WARRANTY</b>	Two-year limited warranty. See Operator's Manual for further details.
<b>TOW HITCH</b>	600 lbs (272 kg) tongue weight 3,500 lbs (1587 kg) trailer weight Trailers over 1,500 lbs (680 kg) require trailer brakes

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**TAB 5 - Other Forms.** The following forms should be completed and signed:

1. Attachment B: Required Response Form
  - a. Vendor Information form
  - b. Exceptions & Confidential Information form

*See attachment 'Exceptions Taken'.*

- c. General Questionnaire form
- d. Lawful Presence Affidavit
- e. Respondent Certification form (Offer and Acceptance)

*See Attachment B.*

2. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

*W-9 attached.*

3. The successful Respondent will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. The Agreement shall be signed no later than issuance of the City of Mesa's Notice of Intent to Award letter. Respondent should complete all reviews of the document prior to submitting a response. Respondent's response should include any proposed exceptions to the National IPA Administration Agreement.

*Included in Exceptions Document attached.*



**REQUIRED RESPONSE FORMS**

**VENDOR INFORMATION**

Company Legal/Corporate Name: The Toro Company

Doing Business As (if different than above): Toro

Address: 8111 Lyndale Ave South

City: Bloomington State: MN Zip: 55420

Phone: 952-887-7936 Fax: \_\_\_\_\_

E-Mail Address: peter.whitacre@toro.com Website: www.toro.com

DUNS # 006477400 State Where Business Entity Was Formed: Delaware

Remit to Address (if different than above): \_\_\_\_\_ 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: Peter Whitacre Title: Regional Business Manager

Phone: 952-887-7936 E-Mail Address: peter.whitacre@toro.com

Day-to-Day Project Contact (if awarded):

Name: Jon Stodola Title: Government Sales Manager

Phone: 952-887-7937 E-Mail Address: jon.stodola@toro.com

Sales/Use Tax Information (check one).

Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)  
State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_%

Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)  
State Sales Tax Number: 07-635557-U  
City Sales Tax Number: 16-00000563 City of: Goodyear AZ  
Applicable Tax Rate: variable based on purchase amount. Line items \$5,000 or less taxed at 8.8%. Line items \$5001 and greater taxed at 7.5%%

**EXCEPTIONS & CONFIDENTIAL INFORMATION**

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

**Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.**

**\*Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

- No exceptions
- Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

see attachment 'Exception Taken'

Confidential/Proprietary Information (mark one).

- No confidential/proprietary materials have been included with this Response.
- Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

All pricing submitted with this RFP

**GENERAL QUESTIONNAIRE**

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"?  Yes  No
  
2. Delivery. Delivery, as stated in Detailed Specifications, can be met.  Yes  No  
If no, specify number of days for delivery \_\_\_\_\_
  
3. Payment terms. Payment Due (Not less than net 30 days): 30  
Payment Discount of 0% if invoices are paid within \_\_\_\_\_ days of receipt.
  
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)  
Discount for Procurement Card Purchases? There is no discount for using Procurement Cards but there may be a convenience fee charged by the dealer%
  
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
  
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing) or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

**Acknowledgement of Receipt and Consideration of Addenda (if applicable):**

Addenda # 1  2  3  4



**LAWFUL PRESENCE AFFIDAVIT**

**CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

**COMPLETE THIS AFFIDAVIT IF:** Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

\_\_\_\_\_  
Signature  
Brad Hamilton  
Print Name  
December 9, 2016  
Date

The Toro Company  
\_\_\_\_\_  
Business/Company Name  
  
Verification of Attachment by City Staff:  
  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

**RESPONDENT CERTIFICATION**

**By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:**

- a) The information provided in Respondent's Response 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: Brad Hamilton

Title: Vice President

Date: December 9, 2016

## Attachment: Exceptions Taken

### Scope of Work; 3 General Requirements

- C. WARRANTY:** Offeror shall warrant that all equipment and parts labeled as new and furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, ~~fitness for the intended uses~~, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
- D. MAINTENANCE FACILITIES:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor, ~~or its dealers and/or distributors~~, is/are required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.
- E. VENDOR PARTS AND SERVICE:** The Contractor ~~or it's dealers and/or distributors~~ will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall ~~encourage it's or it's dealers and/or distributors be capable of providing to use their best efforts to provide~~ parts within twenty-four (24) hours and ~~shall be capable of being use their best efforts to be~~ on site to respond to service requests within twenty-four (24) hours.

### Scope of Work; 4 Product Requirements

- C. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. ~~Contractor should use reasonable efforts to deliver All~~ replacement products ~~must be received by to~~ the City within seven (7) days of initial notification.

### Draft Document; Terms and Conditions; Exhibit 1

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

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

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

including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement. The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

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

Notwithstanding any of the other provisions in this Agreement, City acknowledges that products and services subject to this agreement, are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for it's dealers and/or distributors. Contractor agrees to make the terms of this agreement known to applicable dealers and/or distributors and to use reasonable efforts to incen to provide goods and services to City subject to the terms of this agreement.

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

### **Exhibit 1 Draft Contract Exhibit C Mesa Standard Terms and Conditions**

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

**8. TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement. City acknowledges Contractor cannot control the timing of delivery of products and services provided by Contractor's dealers and/or distributors. Contractor agrees to use reasonable efforts to encourage its dealers and/or distributors to delivery products and services by contractually agreed upon delivery dates.

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

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the reasonable excess cost by: (i) requiring ~~immediate~~ reimbursement to the City within a commercially

- reasonable amount of time; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all reasonable fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, reasonable administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.

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

#### **24. INDEMNIFICATION/LIABILITY.**

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

**26. THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including reasonable assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery. Provided that none of the foregoing shall require contractor to incur more than a negligible expense.

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

**32. RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder to the City of Mesa. All other agencies will bear the risk of loss from dealer and/or distributor.

**37. FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including, but not limited to, acts of nature, acts of the public enemy, civil unrest, labor strikes, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however,

under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

### **National IPA Contract (Attachment D) Exceptions**

#### **2.1 Corporate Commitment**

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

#### **2.2 Pricing Commitment**

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

#### **2.3 Sales Commitment**

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

#### **2.4 Responsibilities of Independent Dealers and Distributors**

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

#### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as ~~your~~ one of your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award ~~as the public sector~~ one of our primary go-to-market strategies within first 10 days
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where

Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

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

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





TO: All Proposers Receiving Request for Proposal (RFP) #2017025, GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

FROM: Jess Romney, Procurement Officer JR

DATE: December 5, 2016

SUBJECT: Addendum #2 – Vendor Questions and City's Response

All Proposers are hereby notified that the proposal for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment** has been revised by this addendum.

Listed below are questions received from Vendors regarding this RFP and the responses provided by City staff.

1. **Question:** Tab 3; Instructions item 3g: Can you provide clarification on the Tier 4 EPA requirement? For those products that fall into the 25 to 74 HP off-road diesel category are you requiring the Tier 4 final engine? The equipment in this category with the Tier 4 final engines provide the most up to date emissions reductions. If that is what you are requiring can you update this section as such?

**Response:** Equipment offered must be Tier 4 Compliant.

2. **Question:** Scope of Work item 4 Product Requirements, A5: In the Balance of Line section we would like to include those allied products that are attachments to our products but not manufactured by us. For example; we have mowing equipment manufactured by us that converts to a snow removing machine with attachments such as snow throwers and brooms made by another company specifically for use on our machines. Our dealers would price and order these products as part of the order and ship in total to the customer. By allowing those items a customer can purchase the fully equipped machine through this contract. Is this allowable in this section?

**Response:** Yes, this is allowable.

3. **Question:** Scope of Work Item 9: We request that you eliminate the second paragraph of this section so that price changes are not tied to the PPI or to the contract anniversary date. For contracts that are based on a discount off MSRP, tying increases to a PPI makes the management of a price file very difficult as the PPI does not normally reflect our actual price changes. Also, the ability to change pricing when the manufacturer changes pricing is also helpful in maintaining current pricing. Deleting the second paragraph of this section would effectively cover these two requests to price adjustments.

**Response:** The Scope of Work Item 9 is changed as follows.

9. **PRICING:**

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

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



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

~~b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.~~

~~During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the **Producer Price Index for Lawn and Garden Equipment Mfg. (333112333112)**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.~~

~~c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.~~

All other terms and conditions remain unchanged. Respondents are reminded that proposals are due in the Purchasing Office no later than 3:00 p.m. local Arizona time on December 14, 2016.

Please contact [Jess.Romney@MesaAZ.gov](mailto:Jess.Romney@MesaAZ.gov) or [Evan.Karl@MesaAZ.gov](mailto:Evan.Karl@MesaAZ.gov) with any questions you may have regarding this addendum.

cc: File



TO: All Proposers Receiving Request for Proposal (RFP) #2017025, GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

FROM: Jess Romney, Procurement Officer JR

DATE: November 7, 2016

SUBJECT: Addendum #1 – Change to Evaluation and Award section and Revised Pricing and Compensation pages

All Proposers are hereby notified that the proposal for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment** has been revised by this addendum.

The Instruction section of the is changed as follows:

27. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution	40
Firm's Qualifications & Experience	30
Firm's Pricing <ul style="list-style-type: none"> <li>• 20 points Equipment</li> <li>• 10 points Parts</li> </ul>	30

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
- c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
  2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance

with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

~~d. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 1.75% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).~~

~~This consideration does not apply to:~~

- ~~1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.~~
- ~~2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.~~

**Please note as part of this addendum Revised Pricing and Compensation pages have been included. (see below)** Changes were made to reflect changes to the Instructions section of the RFP.



2017025 Revised  
Pricing and Compen

All other terms and conditions remain unchanged. Respondents are reminded that proposals are due in the Purchasing Office no later than 3:00 p.m. local Arizona time on December 14, 2016.

Please contact [Jess.Romney@MesaAZ.gov](mailto:Jess.Romney@MesaAZ.gov) or [Evan.Karl@MesaAZ.gov](mailto:Evan.Karl@MesaAZ.gov) with any questions you may have regarding this addendum.

cc: File

## REVISED PRICING AND COMPENSATION

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

### SAMPLE EQUIPMENT PRICING

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

ITEM #	EQUIPMENT DESCRIPTION	UNIT PRICE
1	Bunker Rake, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
2	Heavy Duty Utility Vehicle, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
3	Surrounds Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
4	Triplex Greens Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
5	Wide Area Rotary Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
6	Fairway Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
<b>EQUIPMENT TOTAL FOR ITEMS 1-6</b>		<b>\$ -</b>

**SAMPLE PARTS PRICING**

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

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
8	Rake plate for Bunker Rank (see item 1)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
9	Hydraulic Filter for Utility Vehicle (see item 2)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
10	Oil Filter for Utility Vehicle (see item 2)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
11	Rotary Blade for Surrounds Mower (see item 3)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
12	Roller for Surrounds Mower (see item 3)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
13	Bed Knife for Triplex Greens Mower (see item 4)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
14	Hydraulic Filter for Triplex Greens Mower (see item 4)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
15	Bed Knife for Wide Area Rotary Mower (see item 5)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____

16	Fuel Filter for Wide Area Rotary Mower (see item 5)	\$	-
	_____		
	MANUFACTURER AND PART NUMBER		
17	Fan Belt for Fairway Mower (see item 6)	\$	-
	_____		
	MANUFACTURER AND PART NUMBER		
18	Water Pump for Fairway Mower (see item 6)	\$	-
	_____		
	MANUFACTURER AND PART NUMBER		
<b>PARTS TOTAL FOR ITEMS 7-18</b>		<b>\$</b>	<b>-</b>
			_____

**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.

<b>LIST</b>	<b>CATEGORY</b>	<b>DISCOUNT OFF</b>
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
C	RELATED EQUIPMENT PARTS	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
D	USED EQUIPMENT	
	_____	_____

E BALANCE OF LINE

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name \_\_\_\_\_  
11/7/2016

Date: \_\_\_\_\_  
RFP # 2017025



TO: All Proposers Receiving Request for Proposal (RFP) #2017025, GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

FROM: Jess Romney, Procurement Officer JR

DATE: December 5, 2016

SUBJECT: Addendum #2 – Vendor Questions and City's Response

All Proposers are hereby notified that the proposal for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment** has been revised by this addendum.

Listed below are questions received from Vendors regarding this RFP and the responses provided by City staff.

1. **Question:** Tab 3; Instructions item 3g: Can you provide clarification on the Tier 4 EPA requirement? For those products that fall into the 25 to 74 HP off-road diesel category are you requiring the Tier 4 final engine? The equipment in this category with the Tier 4 final engines provide the most up to date emissions reductions. If that is what you are requiring can you update this section as such?

**Response:** Equipment offered must be Tier 4 Compliant.

2. **Question:** Scope of Work item 4 Product Requirements, A5: In the Balance of Line section we would like to include those allied products that are attachments to our products but not manufactured by us. For example; we have mowing equipment manufactured by us that converts to a snow removing machine with attachments such as snow throwers and brooms made by another company specifically for use on our machines. Our dealers would price and order these products as part of the order and ship in total to the customer. By allowing those items a customer can purchase the fully equipped machine through this contract. Is this allowable in this section?

**Response:** Yes, this is allowable.

3. **Question:** Scope of Work Item 9: We request that you eliminate the second paragraph of this section so that price changes are not tied to the PPI or to the contract anniversary date. For contracts that are based on a discount off MSRP, tying increases to a PPI makes the management of a price file very difficult as the PPI does not normally reflect our actual price changes. Also, the ability to change pricing when the manufacturer changes pricing is also helpful in maintaining current pricing. Deleting the second paragraph of this section would effectively cover these two requests to price adjustments.

**Response:** The Scope of Work Item 9 is changed as follows.

9. **PRICING:**

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

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



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

~~b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.~~

~~During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the **Producer Price Index for Lawn and Garden Equipment Mfg. (333112333112)**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.~~

~~c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.~~

All other terms and conditions remain unchanged. Respondents are reminded that proposals are due in the Purchasing Office no later than 3:00 p.m. local Arizona time on December 14, 2016.

Please contact [Jess.Romney@MesaAZ.gov](mailto:Jess.Romney@MesaAZ.gov) or [Evan.Karl@MesaAZ.gov](mailto:Evan.Karl@MesaAZ.gov) with any questions you may have regarding this addendum.

cc: File



TO: All Proposers Receiving Request for Proposal (RFP) #2017025, GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

FROM: Jess Romney, Procurement Officer JR

DATE: November 7, 2016

SUBJECT: Addendum #1 – Change to Evaluation and Award section and Revised Pricing and Compensation pages

All Proposers are hereby notified that the proposal for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment** has been revised by this addendum.

The Instruction section of the is changed as follows:

27. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution	40
Firm's Qualifications & Experience	30
Firm's Pricing <ul style="list-style-type: none"> <li>• 20 points Equipment</li> <li>• 10 points Parts</li> </ul>	30

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
- c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
  2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance

with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

~~d. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 1.75% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).~~

~~This consideration does not apply to:~~

- ~~1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.~~
- ~~2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.~~

**Please note as part of this addendum Revised Pricing and Compensation pages have been included. (see below)** Changes were made to reflect changes to the Instructions section of the RFP.



2017025 Revised  
Pricing and Compen

All other terms and conditions remain unchanged. Respondents are reminded that proposals are due in the Purchasing Office no later than 3:00 p.m. local Arizona time on December 14, 2016.

Please contact [Jess.Romney@MesaAZ.gov](mailto:Jess.Romney@MesaAZ.gov) or [Evan.Karl@MesaAZ.gov](mailto:Evan.Karl@MesaAZ.gov) with any questions you may have regarding this addendum.

cc: File

## **REVISED PRICING AND COMPENSATION**

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

### **SAMPLE EQUIPMENT PRICING**

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

<b>ITEM #</b>	<b>EQUIPMENT DESCRIPTION</b>	<b>UNIT PRICE</b>
1	Bunker Rake, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
2	Heavy Duty Utility Vehicle, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
3	Surrounds Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
4	Triplex Greens Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
5	Wide Area Rotary Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
6	Fairway Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
<b>EQUIPMENT TOTAL FOR ITEMS 1-6</b>		<b>\$ -</b>

**SAMPLE PARTS PRICING**

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

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
8	Rake plate for Bunker Rank (see item 1)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
9	Hydraulic Filter for Utility Vehicle (see item 2)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
10	Oil Filter for Utility Vehicle (see item 2)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
11	Rotary Blade for Surrounds Mower (see item 3)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
12	Roller for Surrounds Mower (see item 3)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
13	Bed Knife for Triplex Greens Mower (see item 4)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
14	Hydraulic Filter for Triplex Greens Mower (see item 4)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____
15	Bed Knife for Wide Area Rotary Mower (see item 5)	\$ -
	_____ MANUFACTURER AND PART NUMBER	_____

16	Fuel Filter for Wide Area Rotary Mower (see item 5)	\$	-
	_____		_____
	MANUFACTURER AND PART NUMBER		
17	Fan Belt for Fairway Mower (see item 6)	\$	-
	_____		_____
	MANUFACTURER AND PART NUMBER		
18	Water Pump for Fairway Mower (see item 6)	\$	-
	_____		_____
	MANUFACTURER AND PART NUMBER		
<b>PARTS TOTAL FOR ITEMS 7-18</b>		<b>\$</b>	<b>-</b>
			_____

**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.

<b>LIST</b>	<b>CATEGORY</b>	<b>DISCOUNT OFF</b>
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
C	RELATED EQUIPMENT PARTS	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
D	USED EQUIPMENT	
	_____	_____

E BALANCE OF LINE

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name \_\_\_\_\_  
11/7/2016

Date: \_\_\_\_\_  
RFP # 2017025



## NOTICE OF SOLICITATION

SOLICITATION # 2017025

Publish Date: October 25, 2016

**REQUEST FOR PROPOSAL FOR: GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT**

**PROPOSAL DUE DATE AND TIME: DECEMBER 14, 2016 – 3:00 P.M. LOCAL ARIZONA TIME**

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

**NON MANDATORY PRE-PROPOSAL CONFERENCE:**

**Date and Time:** November 15, 2016 8:00 am Local Arizona Time  
**Conference Number:** **Join by phone: 480-644-6120 Conference ID 319405**  
**Location:** Mesa City Plaza  
20 E Main St, Room #450 North  
Mesa AZ, 85201

Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

**Technical Questions:**

**Jess Romney, CPPB**  
Procurement Officer  
PHONE: 480-644-5798  
FAX: (480) 644-2655  
[Jess.Romney@MesaAZ.gov](mailto:Jess.Romney@MesaAZ.gov)

**General or Process Questions:**

**Evan Karl**  
Procurement Specialist  
PHONE: 480-644-5010  
FAX: (480) 644-2655  
[Evan.Karl@MesaAZ.gov](mailto:Evan.Karl@MesaAZ.gov)

**NOTE:** THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: <http://www.mesaaz.gov/business/purchasing>

**All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.**



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## INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time for Responses may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

### ELECTRONIC RESPONSE:

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

### **OR:**

### HARD COPY RESPONSE:

- a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies**. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- b. Submit **two (2) CD or flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

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

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

- d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

## INSTRUCTIONS

### 4. RESPONSE FORMAT:

**Table of Contents.** Identify contents by tab and page number

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

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

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

1. A statement of Respondent's qualifications, abilities, experience and expertise in providing the requested goods and services.
  - a. A description of what qualifies Respondent, financial and otherwise, to provide the City with these services/materials for the required period of time, including information demonstrating Respondent has the appropriate staffing, necessary resources, and a history of demonstrated competence.  
Include:
    - i. A brief history and description of your company.
    - ii. The total number and location of sales persons employed by your firm.
    - iii. Number and location of support centers (if applicable).
  - b. An assessment of the Respondent's ability to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and expertise offered that exceed the requirements of the Solicitation, and the Respondent's inability to meet any of the requirements of the specifications.
  - c. References – A minimum of three (3) references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of the entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, and dates the services were provided.
  - d. Provide a response to the national program. Include a detailed response to Attachment D, Exhibit A, National IPA response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Respondent will educate its national sales force about the contract, describe how products and services will be distributed Nationwide, include a plan for marketing the products and services Nationwide, and describe how volume will be tracked and reported to National IPA. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposal exceptions to the National IPA Administration Agreement.
2. Identification of senior and technical staff of Respondent to be assigned to the City. Staff named in the Response may not be substituted without permission of the City. Include in the Response resumes and relevant experience.
3. Please submit any additional qualification information that you feel is applicable to your qualifications and experience.

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

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

## INSTRUCTIONS

- b. Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
  - c. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.
  - d. Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.
  - e. Identify the supplier(s) and their business location(s) that will service the City of Mesa's account.
  - f. Describe your dealer network and their role in providing products, services, etc. under the contract
2. Reporting. Describe Respondent's reporting capabilities at the national level and Agency level. Provide sample standard reports.
3. Product Requirements.
- a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation for the City of Mesa and the national program. Offerors shall identify and describe the proposed product lines that meet the specifications located in the Product Requirements section of this solicitation (Section 4 of the Scope of Work).
    - SPORTS FIELDS AND GROUNDS EQUIPMENT
    - GOLF COURSE MAINTENANCE EQUIPMENT
    - RELATED EQUIPMENT PARTS
    - USED EQUIPMENT
    - BALANCE OF LINE
  - b. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.
  - c. Detail any warranty and extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.
  - d. Describe in your offering if you currently have or are in the process of developing Hybrid and/or all Electric equipment.
  - e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.
  - f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.
  - g. All equipment offered must meet the current minimum Tier 4 Environmental Protection Agency (EPA) requirement.
  - h. Describe how your firm will notify customers of new equipment, used equipment and services.
  - i. Completed "Sample Equipment Specifications" (Attachment C)
  - j. All bidders must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish in attachment C. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. *Failure to include this information may result in the bid being rejected.*
  - k. Submit all information that will aid the City in evaluating your proposal.
4. Services
- a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or

## INSTRUCTIONS

provide details explaining your capabilities. In your response include information such as:

- b. Provide detailed information explaining your service capabilities.
  - c. Provide detailed information explaining the service capabilities of your authorized dealers.
  - d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than twenty-four (24) hours?
  - e. Describe your preventative maintenance program (PMP) for each of the sample equipment (Attachment A). Provide the expected useful life and salvage value for each piece of equipment. Provide a list and per unit price of typical repair parts replaced during a piece of equipment's useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.
  - f. Describe your training programs. The proposed training program shall include but not be limited to:
    1. How will equipment training be conducted?
    2. Describe the training curriculum for the equipment operators.
    3. Describe the training curriculum for the service technicians.
    4. How will you accommodate various work shifts?
    5. What type of documentation is provided with the proposed training?
    6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
  - g. Submit all information that will aid the City in evaluating your proposal.
7. Ordering and Invoices
- a. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
  - b. Describe the equipment delivery process and your delivery commitment. What are standard equipment delivery timeframes? Are there cut off dates and how are these dates communicated to customers.
  - c. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
8. Other
- a. Describe any government rebate programs that are offered.

**TAB 4 -Pricing and Compensation Forms.** The cost portion of the Response should include the following criteria:

1. Provide a Price Proposal. See attachment A.
2. Describe in detail the proposed business pricing model(s). Include all pertinent details (formulas, definitions, data, audit criteria, etc.) to explain the benefits of the proposed model. Discuss how a participating agency will be able to verify (audit) that the net pricing received conforms to the model.
3. The City's expectation is that the proposed pricing shall include delivery to Mesa and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.
4. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of

## INSTRUCTIONS

price list changes that have taken place over the last three (3) years. Discuss any known future price list changes or industry changes that will effect pricing over the next Five (5) years.

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
8. Provide your payment terms. These payment terms shall apply to all purchases and to all payment methods.

**TAB 5 - Other Forms.** The following forms should be completed and signed:

1. Attachment B: Required Response Form
    - a. Vendor Information form
    - b. Exceptions & Confidential Information form
    - c. General Questionnaire form
    - d. Lawful Presence Affidavit
    - e. Respondent Certification form (Offer and Acceptance)
  2. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
  3. The successful Respondent will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. The Agreement shall be signed no later than issuance of the City of Mesa's Notice of Intent to Award letter. Respondent should complete all reviews of the document prior to submitting a response. Respondent's response should include any proposed exceptions to the National IPA Administration Agreement.
5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.
- Response will be sent in time to be received by the City before the Response due date and time.
  - Original and proper number of copies submitted
  - Response container properly labeled
  - Pricing and Compensation, math double-checked, form completed and included (Attachment A)
  - Required Response Forms completed and included (Attachment B)
  - Sample Equipment Specifications form completed and included (Attachment C)
  - W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
  - Warranty information, if applicable
6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt

## **INSTRUCTIONS**

of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.
  
8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.
  
9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.
  
10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.  

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.
  
11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.  

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

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12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.
13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.
14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.  
  
Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.
17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise



## INSTRUCTIONS

lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; or (iv) accept any or all of a Respondent's exceptions outright.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.

To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:

## INSTRUCTIONS

- a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in a contract or to invoice for materials or services not provided.
  - c. Intentionally offer or provide sub-standard materials or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.
23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
26. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.
27. **CRITERIA FOR EVALUATION AND AWARD:**

- a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution	40
Firm's Qualifications & Experience	30
Firm's Pricing <ul style="list-style-type: none"> <li>• 20 points Equipment</li> <li>• 10 points Parts</li> </ul>	30

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and

## INSTRUCTIONS

responsibility requirements.

- c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
  2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.
- d. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 1.75% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).

This consideration does not apply to:

1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
  2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
28. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.
29. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
30. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a

## INSTRUCTIONS

holiday observed by the City, notice will be posted on Tuesday.

**It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices.** This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

31. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

**ADDRESS PROTESTS TO:**

Matt Bauer  
Procurement Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655  
Email: [Matt.Bauer@MesaAZ.gov](mailto:Matt.Bauer@MesaAZ.gov)

**ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687  
Email: [Ed.Quedens@MesaAZ.gov](mailto: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](http://www.mesaaz.gov/business/purchasing).

## SCOPE OF WORK

*This Scope of Work will be compiled into any resulting contract as Exhibit A.*

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

The City's preference would be to offer a Respondent's complete catalog of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment available to agencies Nationwide. However, the City reserves the right to award this solicitation to one or more Suppliers, by individual line item, by group of line items, manufacturer, geographic region, or as a grand total; whichever is deemed most advantageous to the City.

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

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

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

3. **GENERAL REQUIREMENTS:**

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

1. Be an authorized distributor or manufacturer.
2. Have a strong national presence in the grounds maintenance equipment industry.
3. Have a distribution model capable of delivering products nationwide.
4. Have a demonstrated sales presence.

## SCOPE OF WORK

5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
  6. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
- B. WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
- C. WARRANTY:** Offeror shall warrant that all equipment and parts labeled as new and furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
- D. MAINTENANCE FACILITIES:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.
- E. VENDOR PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall be capable of providing parts within twenty-four (24) hours and shall be capable of being on site to respond to service requests within twenty-four (24) hours.
- F. CATALOGS:** Within ten (10) days after contract award and after request from City staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.
- G. MODIFICATIONS OF TERMS:** Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract
4. **PRODUCT REQUIREMENTS:**
- A. PRODUCTS:** The Products to be included in this solicitation are as follows:
1. **SPORTS FIELDS AND GROUNDS EQUIPMENT:** A complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, and turf cultivation equipment.
  2. **GOLF COURSE MAINTENANCE EQUIPMENT:** A complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment and turf cultivation equipment.
  3. **RELATED EQUIPMENT PARTS:** A complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts.
  4. **USED EQUIPMENT:** Provide access to quality used equipment.
  5. **BALANCE OF LINE:** Each offeror may offer their balance of line for ground maintenance equipment items and accessories. The City reserves the right to accept or reject any or all balance of line items offered.

## SCOPE OF WORK

- 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](http://www.asae.org)), SAE (Society of Automotive Engineers – [www.sae.org](http://www.sae.org)) and OSHA (Occupational Safety and Health Administration – [www.osha.org](http://www.osha.org)) standards for roll-over protection. All vehicles must comply with appropriate ANSI (American National Standards Institute – [www.ansi.org](http://www.ansi.org)) standards as related to operation on slopes.
- F. SAFETY STANDARDS:** The Offeror shall certify that the equipment being offered is designed and includes operating features that comply with the safety standard promulgated under the Federal Occupational Safety and Health Act (OSHA).

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

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

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

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

Submit with your offer the recommended preventative maintenance program (PMP) for each of the sample equipment specified below. Identify all parts/materials/supplies (provide part numbers) necessary to complete the PMP as well as the unit pricing of each. Provide the expected useful life and salvage value for each piece of equipment. Provide a list and per unit price of typical repair parts replaced during a piece of equipment’s useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.

- 5. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.
  - A. FINANCING:** Describe financing options available such as lease programs and conditional sales contracts.

## SCOPE OF WORK

- B. TRADE-INS:** Describe in detail the proposed trade-in program.
- C. SAFETY:** All vendors performing services for the City or cooperative agencies are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The supplier shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- D. TRAINING:** The Contractor shall provide training for City of Mesa and other participating agency operators and service technicians at no cost to the City or agency. The Contractor will provide the following training for each equipment purchase:
- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.
  - Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.
  - The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.
- E. DELIVERY:** For City of Mesa purchases, equipment shall be delivered to various City of Mesa locations. All deliveries shall be made Monday through Thursday from 8:00 a.m. to 1:00 p.m., Mountain Standard Time. The Contractor shall be required to give the City a minimum of twenty-four (24) hour notice prior to delivery with the anticipated time of delivery and quantity of units to be delivered.
- The following documents are due upon delivery to the City or participating agency:
1. M.S.O. (Manufacturer Statement of Origin)
  2. Warranty document
  3. Required manuals
  4. Title
- F. REPAIR SERVICES:** The ability to provide repair services through authorized manufacturer's facilities or other avenues.
- G. CUSTOMER SUPPORT SERVICES:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

6. **TERM:** An estimated initial term of February 1, 2017 through January 31, 2022, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.
7. **RENEWALS:** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term. Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.
8. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect



## SCOPE OF WORK

immediately prior to the expiration of the then-current term.

9. **PRICING:**

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

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

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

- b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the **Producer Price Index for Lawn and Garden Equipment Mfg. (333112333112)**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

10. **TYPES AND AMOUNTS OF INSURANCE.** Insurance requirements are detailed in the Agreement document. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- b. The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa,

## SCOPE OF WORK

their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

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

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

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

**“Waiver of Subrogation”.** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

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

**ATTACHMENT A**  
**PRICING**

Offerors must utilize the below document when responding to this solicitation and return the document in an Excel format with their proposal.  
See separate Attachment A to complete.

Microsoft Excel  
97-2003 Worksheet



**ATTACHMENT B**  
**REQUIRED RESPONSE**  
**FORMS**

See separate Attachment B

Solicitation Required  
Response Forms.docx



**ATTACHMENT C**  
**SAMPLE EQUIPMENT**  
**SPECIFICATIONS**

Offerors must utilize the below document when responding to this solicitation and return the document in an Excel format with their proposal. See separate Attachment C to complete.

SAMPLE EQUIPMENT  
SPECIFIC



**ATTACHMENT D NATIONAL  
IPA DOCUMENTS**

See separate Attachment D

Attachment D  
National IPA Docs.docx



**EXHIBIT 1**  
**DRAFT CONTRACT**



AGREEMENT PURSUANT TO SOLICITATION

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

**CITY OF MESA, Arizona (“City”)**

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

**AND**

**COMPANY NAME, (“Contractor”)**

Mailing Address	
Delivery Address	
Attention	NameAndTitle
E-Mail	
Telephone	
Facsimile	

**EXHIBIT 1**  
**DRAFT CONTRACT**

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

**RECITALS**

- A. The City issued solicitation number **2017025** ("Solicitation") for **GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

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

**TERMS & CONDITIONS**

- 1. **Term**. This Agreement is for a term beginning on **StartDate** and ending on **EndDate**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within **XXX** days after receipt of an order.
- 2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
- 3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement



**EXHIBIT 1**  
**DRAFT CONTRACT**

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

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

5. **Payment.**

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

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

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

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

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the **Producer Price Index for Lawn and Garden Equipment Mfg. (333112333112)**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

**Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted

**EXHIBIT 1**  
**DRAFT CONTRACT**

thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

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

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

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

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

6. **Insurance.**

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

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

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

**EXHIBIT 1**  
**DRAFT CONTRACT**

- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
  - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
  - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

**EXHIBIT 1**  
**DRAFT CONTRACT**

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work
  - (B) Pricing
  - (C) Mesa Standard Terms and Conditions
  - (D) National IPA Documents
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

**EXHIBIT 1**  
**DRAFT CONTRACT**

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

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

**CITY OF MESA, ARIZONA**

**CONTRACTOR NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RECOMMENDED BY:

By: \_\_\_\_\_

DRAFT

**EXHIBIT 1**  
**DRAFT CONTRACT**

**EXHIBIT A**  
**SCOPE OF WORK**

*The Scope of Work and Vendor Response will be added here when Agreement is finalized.*

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**EXHIBIT 1**  
**DRAFT CONTRACT**

**EXHIBIT B**  
**PRICING**

*Attachment A Pricing will be added here when Agreement is finalized.*

DRAFT

**EXHIBIT 1**  
**DRAFT CONTRACT**

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified



**EXHIBIT 1**  
**DRAFT CONTRACT**

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

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

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility

**EXHIBIT 1**  
**DRAFT CONTRACT**

under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
  - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
  - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
  - a. A party will be in default if that party:
    - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

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**DRAFT CONTRACT**

- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
  - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
  - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

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21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

**EXHIBIT 1**  
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27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be

**EXHIBIT 1**  
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written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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

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

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

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

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

**EXHIBIT 1**  
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41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

**EXHIBIT 2**  
**MAILING LABEL (HARD COPY RESPONSE ONLY)**

*CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER*

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## SEALED PROPOSAL

<b>Submitted by:</b> Company Name:
Address:
City, State, Zip:

Solicitation # **2017025 GROUND MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT**

Due Date: **December 14, 2016 at 3:00 p.m. local Arizona time**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201

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## 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 <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
2	Heavy Duty Utility Vehicle, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
3	Surrounds Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
4	Triplex Greens Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
5	Wide Area Rotary Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
6	Fairway Mower, as per specifications <hr/> MANUFACTURER AND MODEL NUMBER	\$ -
<b>EQUIPMENT TOTAL FOR ITEMS 1-6</b>		<b>\$ -</b>

**SAMPLE PARTS PRICING**

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

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1)	\$ -
	_____ MANUFACTURER AND PART NUMBER	
8	Rake plate for Bunker Rank (see item 1)	\$ -
	_____ MANUFACTURER AND PART NUMBER	
9	Hydraulic Filter for Utility Vehicle (see item 2)	\$ -
	_____ MANUFACTURER AND PART NUMBER	
10	Oil Filter for Utility Vehicle (see item 2)	\$ -
	_____ MANUFACTURER AND PART NUMBER	
11	Rotary Blade for Surrounds Mower (see item 3)	\$ -
	_____ MANUFACTURER AND PART NUMBER	
12	Roller for Surrounds Mower (see item 3)	\$ -
	_____ MANUFACTURER AND PART NUMBER	
13	Bed Knife for Triplex Greens Mower (see item 4)	\$ -
	_____ MANUFACTURER AND PART NUMBER	
14	Hydraulic Filter for Triplex Greens Mower (see item 4)	\$ -
	_____ MANUFACTURER AND PART NUMBER	
15	Bed Knife for Wide Area Rotary Mower (see item 5)	\$ -
	_____ MANUFACTURER AND PART NUMBER	

16	Ful Filter for Wide Area Rotary Mower (see item 5)	\$	-
	_____		_____
	MANUFACTURER AND PART NUMBER		
17	Fan Belt for Fairway Mower (see item 6)	\$	-
	_____		_____
	MANUFACTURER AND PART NUMBER		
18	Water Pump for Fairway Mower (see item 6)	\$	-
	_____		_____
	MANUFACTURER AND PART NUMBER		
<b>PARTS TOTAL FOR ITEMS 7-18</b>		<b>\$</b>	<b>-</b>
			_____

**DISCOUNT OFF LIST PRICE**

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

LIST	CATEGORY	DISCOUNT OFF
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
C	RELATED EQUIPMENT PARTS	
	_____	_____
	_____	_____
	_____	_____
	_____	_____
D	USED EQUIPMENT	
	_____	_____

E BALANCE OF LINE

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name \_\_\_\_\_  
10/25/2016

Date: \_\_\_\_\_  
RFP # 2017025



**REQUIRED RESPONSE FORMS**

**VENDOR INFORMATION**

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

DUNS # \_\_\_\_\_ State Where Business Entity Was Formed: \_\_\_\_\_

Remit to Address (if different than above):                      Order from Address (if different from above):

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact for Questions about this bid:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one).

Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_%

Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_%

## EXCEPTIONS & CONFIDENTIAL INFORMATION

### Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

**Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.**

**\*Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

- No exceptions
- Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

### Confidential/Proprietary Information (mark one).

- No confidential/proprietary materials have been included with this Response.
- Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

**GENERAL QUESTIONNAIRE**

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"?  Yes  No
  
2. Delivery. Delivery, as stated in Detailed Specifications, can be met.  Yes  No  
If no, specify number of days for delivery \_\_\_\_\_
  
3. Payment terms. Payment Due (Not less than net 30 days): \_\_\_\_\_  
Payment Discount of \_\_\_\_\_% if invoices are paid within \_\_\_\_\_ days of receipt.
  
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)  
Discount for Procurement Card Purchases? \_\_\_\_\_%
  
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
  
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing) or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

**Acknowledgement of Receipt and Consideration of Addenda (if applicable):**

Addenda # 1  2  3  4

**LAWFUL PRESENCE AFFIDAVIT**

**CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

**COMPLETE THIS AFFIDAVIT IF:** Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff:

\_\_\_\_\_  
Date

\_\_\_\_\_  
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: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This sheet is to be completed and used in conjunction with the pricing page (Attachment A).

<b>BUNKER RAKE SPECIFICATIONS</b>		
<b>Item 1</b>		
<b>ITEM/MINIMUM REQUIREMENT</b>	<b>COMPLY?</b>	<b>VENDOR EXCEPTION/ALTERNATIVE</b>
<b>ENGINE</b>		
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	
<b>TRACTION</b>		
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	
<b>GROUND SPEED</b>		
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y N	
<b>ELECTRICAL</b>		
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y N	
Starter: 12 volt electric	Y N	
Light kit	Y N	
<b>STEERING</b>		
Hydraulic Power Steering	Y N	
<b>OTHER CHARACTERISTICS</b>		
Rear Rake and Frame	Y N	
Ground Clearance: 6.0"	Y N	

<b>HEAVY DUTY UTILITY VEHICLE SPECIFICATIONS</b>		
<b>Item 2</b>		
<b>ITEM/MINIMUM REQUIREMENT</b>	<b>COMPLY?</b>	<b>VENDOR EXCEPTION/ALTERNATIVE</b>
<b>ENGINE</b>		

v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y	N	
Horsepower- 28 HP	Y	N	
Torque 40.8	Y	N	
Displacement – 69 cu. in. (747 cc)	Y	N	
Oil Capacity – 2 qts.	Y	N	
Governor type – Mechanical centrifugal	Y	N	
Lube Oil Filter – Full flow with spin-on oil filter	Y	N	
Lubrication – Full-pressure lubrication	Y	N	
Starting System – 12-volt starter	Y	N	
In Line Fuel Filter	Y	N	
<b>PAYLOAD CAPACITY</b>			
Rated Capacity – approx. 3,295 lbs	Y	N	
<b>DRIVETRAIN</b>			
Auto Transmission w/ Electric Differential Lock	Y	N	
<b>ELECTRICAL SYSTEM</b>			
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y	N	
Fuel Injected w/ Electric Choke	Y	N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y	N	
<b>STEERING</b>			
Automotive power steering	Y	N	
<b>BRAKES</b>			
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y	N	

<b>SURROUNDS MOWER SPECIFICATIONS</b>		
Item 3		
ITEM/MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE</b>		
Fuel = Diesel	Y N	
Size = Approx. 52 Cubic Inches	Y N	
Power = Approx. (Gross) 35 Hp	Y N	
Air Cleaner = Dual-Stage With Restriction Indicator	Y N	
Cooling = Liquid	Y N	
Oil Filter = Full Flow Filter	Y N	
Cylinders = 3	Y N	
Displacement = 67.1 Cubic Inches	Y N	
<b>CAPACITIES</b>		

FUEL = 11 Gal	Y	N	
ENGINE OIL = 3 Qt	Y	N	
HYDRAULIC OIL = 3.5 Gal	Y	N	
<b>DRIVE SYSTEM</b>			
Traction Drive = Full time 3 Wheel Drive Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	Y	N	
<b>BRAKES</b>			
2-wheel Disc	Y	N	
Hand controlled Park Brake	Y	N	
Closed loop traction system.	Y	N	
<b>OTHER STANDARD EQUIPMENT</b>			
Drive Wheels=Hydraulic, Standard 3 Wd	Y	N	
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	Y	N	
<b>CUTTING UNITS</b>			
Number = 3 Reel Cutting Units	Y	N	
SIZE = Approx. 26"	Y	N	
Number Of Blades = 8	Y	N	
Backlapping = Standard	Y	N	
CLIP FREQUENCY = 0.126-In/Mph	Y	N	
Front Rollers = Grooved	Y	N	
Reel Diameter = 7"	Y	N	
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	Y	N	
Rear Rollers = Solid	Y	N	
<b>ELECTRICAL AND SAFETY INTERLOCKS</b>			
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	Y	N	
Neutral start switch	Y	N	
Operator presence switch (in seat)	Y	N	
Mow / Transport switch	Y	N	
Park brake set switch.	Y	N	

<b>TRIPLEX GREENS MOWER</b>		
<b>SPECIFICATIONS</b>		
<b>Item 4</b>		
<b>ITEM/MINIMUM REQUIREMENT</b>	<b>COMPLY?</b>	<b>VENDOR EXCEPTION/ALTERNATIVE</b>
<b>ENGINE</b>		
Power = 18 HP	Y	N
Type = Gas (Unleaded) powered	Y	N
<b>CAPACITIES</b>		
Fuel Capacity = 7.0 gal	Y	N

Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	Y	N	
<b>DRIVE SYSTEM</b>			
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	Y	N	
<b>IMPLEMENT DRIVE</b>			
Hydraulic drive, individual pump and valve sections operating three reels	Y	N	
<b>CUTTING UNITS</b>			
Number = 3	Y	N	
Type = 11 Blade	Y	N	
BEDKNIVES = Lo-Cut, 1/8"	Y	N	
Height Of Cut Range = 0.125" – 0.750"	Y	N	
Reel Frame	Y	N	
Reel Diameter = 5"	Y	N	
Blades Shall Be High Carbon Steel	Y	N	
<b>OTHER STANDARD EQUIPMENT</b>			
<b>STEERING</b>			
Power	Y	N	
Gas Shock	Y	N	
<b>CONTROLS</b>			
LED Light Kit	Y	N	
Raise / lower mower lever (joystick)	Y	N	

<b>WIDE AREA ROTARY MOWER SPECIFICATIONS</b>		
Item 5		
ITEM/MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
<b>ENGINE AND CAPACITIES</b>		
<b>ENGINE</b>		
55 HP, Liquid Cooled Turbo Charged Diesel	Y	N
<b>AIR CLEANER</b>		
Dry, replaceable primary and safety elements	Y	N
<b>RADIATOR</b>		
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart	Y	N
<b>FUEL CAPACITY</b>		
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y	N
<b>DRIVE SYSTEM</b>		
<b>TRACTION DRIVE</b>		

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	
<b>HYDRAULICS/COOLING</b>			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	
<b>OTHER CHARACTERISTICS</b>			
<b>DIAGNOSTICS</b>			
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	
<b>INTERLOCKS</b>			
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	
<b>CUTTING UNITS</b>			
<b>WIDTH OF CUT</b>			
Overall approx. 109" . Center deck 54". Two 37" Wings all upfront	Y	N	
<b>MOWING RATES</b>			
Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	
<b>OTHER STANDARD EQUIPMENT</b>			
Light Kit	Y	N	
Canopy	Y	N	

<b>FAIRWAY MOWER</b>		
<b>SPECIFICATIONS</b>		
Item 6		
<b>ITEM/MINIMUM REQUIREMENT</b>	<b>COMPLY?</b>	<b>VENDOR EXCEPTION/ALTERNATIVE</b>
<b>ENGINE AND CAPACITIES</b>		
<b>ENGINE</b>		

3 Cylinder 36.8 hp Diesel, Liquid Cooled	Y	N	
Pressurized Lubrication System w/5.0 Qt	Y	N	
<b>FUEL CAPACITY</b>			
Approx. 14 gallon diesel fuel/biodiesel B-20	Y	N	
<b>HYDRAULIC CAPACITY</b>			
15 Gallon Capacity w/Spin on 10 Micron Filter	Y	N	
<b>CONTROLS</b>			
Single foot operated pedal with speed limiter	Y	N	
Foot Activated parking brake	Y	N	
Hand operated key switch, throttle, isochroous engine speed control.	Y	N	
Hand operated raise/lower joystick for reel raise and lower, headlight switch and pivoting control console.	Y	N	
<b>ELECTRICAL</b>			
12 Volt, 570 CCA battery w/55 Amp alternator, electronic control unit that is microprocessor based.	Y	N	
Solid State with diagnostic capabilities for all safety switch and operator present switches.	Y	N	
<b>CUTTING UNIT</b>			
5- 22" 11 blade cutting units with edgemax bed knives	Y	N	
100" width of cut w/3" grooved front roller and smooth rear roller	Y	N	
<b>OTHER EQUIPMENT</b>			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	
Sun Shade	Y	N	

Attachment D



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

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

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

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

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

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

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

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

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

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

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

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

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

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

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

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

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

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$35 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

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

**1.5 Objectives of Cooperative Program**

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

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

**2.0 REPRESENTATIONS AND COVENANTS**

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

**2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**2.2 Pricing Commitment**

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

**2.3 Sales Commitment**

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

**3.0 SUPPLIER QUALIFICATIONS**

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

**3.1 Company**

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

**3.2 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing 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
  - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's website including the online registration page;
    - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
  - E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
    - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
    - ii. Best government pricing
    - iii. No cost to participate
    - iv. Non-exclusive contract
  - F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
    - i. Key features of Master Agreement
    - ii. Working knowledge of the solicitation process
    - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
    - iv. Knowledge of benefits of the use of cooperative contracts
  - G. Provide contact information for the person(s), who will be responsible for:
    - i. Marketing
    - ii. Sales
    - iii. Sales Support
    - iv. Financial Reporting
    - v. Contracts
  - H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
  - I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
  - J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
  - K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
  - L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
  - M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

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

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT

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

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein "Principal Procurement Agency") has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (herein "Product");

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

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

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

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

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

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

**DEFINITIONS**

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



## TERMS AND CONDITIONS

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

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

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

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

## TERM OF AGREEMENT

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

## NATIONAL PROMOTION

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

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

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

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

**MONTHLY REPORTING & FEES**

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

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

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

**GENERAL PROVISIONS**

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

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

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

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

A. National Intergovernmental Purchasing Alliance Company

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

B. Supplier

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

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

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

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

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Ward H. Brown

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices.
3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE

5. That the Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
6. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.
8. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.
9. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

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

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

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

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS									
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE									
(to be submitted electronically in Microsoft Excel format)									
National IPA Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
Report Totals									
Cumulative Contract Sales									



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

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

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

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS**  
**INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON 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  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT

ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT

LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT

RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

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

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

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

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

**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

ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY , UT  
ALPINE DISTRICT , UT  
AMERICAN LEADERSHIP ACADEMY , UT  
AMERICAN PREPARATORY ACADEMY , UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES , UT  
BEAR RIVER CHARTER SCHOOL , UT  
BEAVER SCHOOL DISTRICT , UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT , UT  
CBA CENTER , UT  
CACHE SCHOOL DISTRICT , UT  
CANYON RIM ACADEMY , UT  
CANYONS DISTRICT , UT  
CARBON SCHOOL DISTRICT , UT  
CHANNING HALL , UT  
CHARTER SCHOOL LEWIS ACADEMY , UT  
CITY ACADEMY , UT  
DAGGETT SCHOOL DISTRICT , UT  
DAVINCI ACADEMY , UT  
DAVIS DISTRICT , UT  
DUAL IMMERSION ACADEMY , UT  
DUCHESNE SCHOOL DISTRICT , UT  
EARLY LIGHT ACADEMY AT DAYBREAK , UT  
EAST HOLLYWOOD HIGH , UT  
EDITH BOWEN LABORATORY SCHOOL , UT  
EMERSON ALCOTT ACADEMY , UT  
EMERY SCHOOL DISTRICT , UT  
ENTHEOS ACADEMY , UT  
EXCELSIOR ACADEMY , UT  
FAST FORWARD HIGH , UT  
FREEDOM ACADEMY , UT  
GARFIELD SCHOOL DISTRICT , UT  
GATEWAY PREPARATORY ACADEMY , UT  
GEORGE WASHINGTON ACADEMY , UT  
GOOD FOUNDATION ACADEMY , UT  
GRAND SCHOOL DISTRICT , UT  
GRANITE DISTRICT , UT  
GUADALUPE SCHOOL , UT  
HAWTHORN ACADEMY , UT  
INTECH COLLEGIATE HIGH SCHOOL , UT

IRON SCHOOL DISTRICT , UT  
ITINERIS EARLY COLLEGE HIGH , UT  
JOHN HANCOCK CHARTER SCHOOL , UT  
JORDAN DISTRICT , UT  
JUAB SCHOOL DISTRICT , UT  
KANE SCHOOL DISTRICT , UT  
KARL G MAESER PREPARATORY ACADEMY , UT  
LAKEVIEW ACADEMY , UT  
LEGACY PREPARATORY ACADEMY , UT  
LIBERTY ACADEMY , UT  
LINCOLN ACADEMY , UT  
LOGAN SCHOOL DISTRICT , UT  
MARIA MONTESSORI ACADEMY , UT  
MERIT COLLEGE PREPARATORY ACADEMY , UT  
MILLARD SCHOOL DISTRICT , UT  
MOAB CHARTER SCHOOL , UT  
MONTICELLO ACADEMY , UT  
MORGAN SCHOOL DISTRICT , UT  
MOUNTAINVILLE ACADEMY , UT  
MURRAY SCHOOL DISTRICT , UT  
NAVIGATOR POINTE ACADEMY , UT  
NEBO SCHOOL DISTRICT , UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES) , UT  
NOAH WEBSTER ACADEMY , UT  
NORTH DAVIS PREPARATORY ACADEMY , UT  
NORTH SANPETE SCHOOL DISTRICT , UT  
NORTH STAR ACADEMY , UT  
NORTH SUMMIT SCHOOL DISTRICT , UT  
ODYSSEY CHARTER SCHOOL , UT  
OGDEN PREPARATORY ACADEMY , UT  
OGDEN SCHOOL DISTRICT , UT  
OPEN CLASSROOM , UT  
OPEN HIGH SCHOOL OF UTAH , UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT  
PARADIGM HIGH SCHOOL , UT  
PARK CITY SCHOOL DISTRICT , UT  
PINNACLE CANYON ACADEMY , UT  
PIUTE SCHOOL DISTRICT , UT  
PROVIDENCE HALL , UT  
PROVO SCHOOL DISTRICT , UT  
QUAIL RUN PRIMARY SCHOOL , UT  
QUEST ACADEMY , UT  
RANCHES ACADEMY , UT  
REAGAN ACADEMY , UT  
RENAISSANCE ACADEMY , UT  
RICH SCHOOL DISTRICT , UT  
ROCKWELL CHARTER HIGH SCHOOL , UT  
SALT LAKE ARTS ACADEMY , UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT , UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
UT  
SAN JUAN SCHOOL DISTRICT , UT  
SEVIER SCHOOL DISTRICT , UT  
SOLDIER HOLLOW CHARTER SCHOOL , UT  
SOUTH SANPETE SCHOOL DISTRICT , UT  
SOUTH SUMMIT SCHOOL DISTRICT , UT  
SPECTRUM ACADEMY , UT  
SUCCESS ACADEMY , UT  
SUCCESS SCHOOL , UT  
SUMMIT ACADEMY , UT  
SUMMIT ACADEMY HIGH SCHOOL , UT  
SYRACUSE ARTS ACADEMY , UT  
THOMAS EDISON - NORTH , UT

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

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF  
HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

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