

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

The Toro Company
8111 Lyndale Avenue S.
Bloomington, MN 55420

DATE ISSUED:
CURRENT REFERENCE NO:

May 9, 2019

19-250-R

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

CONTRACT TITLE:

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-250-R including any attachments or amendments thereto.

EFFECTIVE DATE: May 9, 2019

EXPIRES: April 1, 2022

RENEWALS: TWO (2) RENEWALS

COMMODITY CODE(S): 51500

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT No. 19-250-R

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Brian Pardoe

VENDOR TEL. NO.:

(612) 597-3224

EMAIL ADDRESS: brianpardoe@turf-equipment.com

COUNTY CONTACT: Helena Gilbert, DPR, Parks and
Natural Resources

COUNTY TEL. NO.:

(703) 228-7981

COUNTY CONTACT EMAIL: hgilbe@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 19-250-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between The Toro Company ("Contractor"), a Delaware corporation with a place of business at 8111 Lyndale Avenue South, Bloomington, MN 55420 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A, City of Mesa Contract Number 2017025 with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by City of Mesa and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with City of Mesa and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase City of Mesa wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than April 1, 2022 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if City of Mesa renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than two (2) additional twelve (12) month periods, from April 2, 2022 through April 1, 2024 ("Subsequent Contract Term"). However, if City of Mesa does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the City of Mesa contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

Notwithstanding any of the other provisions in this Agreement, County 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 incen 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.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to maintain and provide factory authorized parts and service.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice. Notwithstanding the foregoing, County must either immediately return to Contractor, or immediately submit payment for any goods received but not yet paid for upon termination of the contract as referenced in this paragraph.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred, and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts

being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall

be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

The Toro Company
8111 Lyndale Avenue South
Bloomington, MN 55420
Attn: Jon Stodola, CSE
Email: jon.stodola@toro.com

Contact Information for the Contractor's Distributor:

Turf Equipment and Supply Co., Inc.
8015 Dorsey Run Road
Jessup, MD 20794
Attn: Brian Pardoe
Email: brianpardoe@turf-equipment.com

Contact Information for the Department of Parks and Recreation

Helena Gilbert, Project Officer
2700 S. Taylor Street
Arlington, VA 22206
Email: hgilbe@arlingtonva.us

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Tomeka Price, Buyer
Email: tprice@arlingtonva.us

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

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 Virginia 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 Virginia 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, Arlington County, 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 County Purchasing Agent with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the County reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the County requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the County 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 County Purchasing Agent.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against the County, 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 County's Risk Manager.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: Sharon Lewis

NAME: SHARON T. LEWIS
TITLE: PURCHASING DIVISION CHIEF

DATE: 05/08/2019

THE TORO COMPANY

AUTHORIZED
SIGNATURE: 

NAME AND
TITLE: Grant Young
General Mgr - Commercial

DATE: 5-6-2019

EXHIBIT A

City of Mesa, AZ

Contract 2017025

for

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

with

The Toro Company

Effective: April 1, 2017

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

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



AGREEMENT PURSUANT TO SOLICITATION

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

CITY OF MESA, Arizona (“City”)

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

AND

THE TORO COMPANY, (“Contractor”)

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

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

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

RECITALS

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

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

TERMS & CONDITIONS

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

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

5. **Payment.**

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

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

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

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

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

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

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

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

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

6. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

Exhibits to this Agreement are the following:

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

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

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

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

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

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

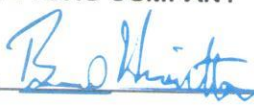
CITY OF MESA, ARIZONA

By: _____

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@mesaz.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), SAE (Society of Automotive Engineers – www.sae.org) and OSHA (Occupational Safety and Health Administration – www.osha.org) standards for roll-over protection. All vehicles must comply with appropriate ANSI (American National Standards Institute – www.ansi.org) standards as related to operation on slopes.
- F. SAFETY STANDARDS:** The Contractor shall certify that the equipment being offered is designed and includes operating features that comply with the safety standard promulgated under the Federal Occupational Safety and Health Act (OSHA).

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

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

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

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

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

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

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

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

1. Describe any government rebate programs that are offered.

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

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

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

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

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

2. Describe how equipment training will be conducted.

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

3. Describe the training curriculum for the equipment operators.

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

4. Describe the training curriculum for the service technicians.

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

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

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

5. How will you accommodate various work shifts?

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

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

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

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

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

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

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

1. Provide detailed information explaining your service capabilities.

Toro utilizes our channel partners to provide service and support to our end user customers. For our Commercial division we have 22 distributors in the United States with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through 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 this is a progress bar with four steps: "1. Choose Category", "2. Select Model", "3. Configure Product", and "4.". The main content area is titled "Set Pricing and Quantity" and shows a customer selection of "_SNC iQuote SFG(TaxSupported)".

On the left, there are several form fields: "Traction Unit Quantity" (set to 1), "Choose a Program" (dropdown menu showing "National IPA"), "Trade In" (dropdown menu showing "No"), and "Apply Performance Parts Pricing" (dropdown menu showing "No"). A red "CONFIRM PRICE" button is located to the right of these fields.

On the right side, there is a large green "TIER 4" logo.

The main product section is titled "GM 4000-D (Tier 4 Final Compliant) (30609 / 30609A)". Below this is a table with the following columns: Qty, Description, Product ID, Ext MSRP, Ext DNET, Unit Award Price, and Ext Award Price.

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		
SUBTOTALS			\$77,899.00	\$54,529.00		

Below the table, there is a "Toro Protection Plus" section with a dropdown menu showing "None". At the bottom of the table, there is a "TOTALS" row with the same values as the "SUBTOTALS" row.

A warning message at the bottom of the interface reads: "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
EQUIPMENT TOTAL FOR ITEMS 1-6		\$ 220,092.30

SAMPLE PARTS PRICING

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

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1) Toro, part# 108-3008 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	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

This sheet is to be completed and used in conjunction with the pricing page (Attachment A).

BUNKER RAKE SPECIFICATIONS			
Item 1			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE			
V-Twin cylinder, 4-cycle, OHV.	Y	N	
18 hp (13.4 kW) @ 3600 rpm.	Y	N	
Displacement: 34.8 cu. in. (570 cc)	Y	N	
Oil capacity: 1.75 quart (1.8 liter)	Y	N	
Cooling: Air (high flow blower)	Y	N	
Air cleaner system: Remote mounted 3-phase Donaldson® air cleaner	Y	N	
TRACTION			
Drive: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3WD, hydraulic traction system.	Y	N	
Brakes: Dynamic braking through the hydrostatic transmission, hand actuated brake lever.	Y	N	
Hydraulic oil: 5.0 gallon (18.9 liter). 10 micron replaceable cartridge.	Y	N	
Main frame: Welded rectangular tubular steel frame construction.	Y	N	
Controls: Hand operated choke, throttle, and hydraulic control for raising/lowering with float.	Y	N	
GROUND SPEED			
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y	N	
ELECTRICAL			
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y	N	
Starter: 12 volt electric	Y	N	
Light kit	Y	N	
STEERING			
Hydraulic Power Steering	Y	N	
OTHER CHARACTERISTICS			
Rear Rake and Frame	Y	N	
Ground Clearance: 6.0"	Y	N	

**HEAVY DUTY UTILITY VEHICLE
SPECIFICATIONS**

Item 2

ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE			
v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y	N	
Horsepower- 28 HP	Y	N	
Torque 40.8	Y	N	
Displacement – 69 cu. in. (747 cc)	Y	N	45.6 cu. In. (747cc)
Oil Capacity – 2 qts.	Y	N	
Governor type – Mechanical centrifugal	Y	N	
Lube Oil Filter – Full flow with spin-on oil filter	Y	N	
Lubrication – Full-pressure lubrication	Y	N	
Starting System – 12-volt starter	Y	N	
In Line Fuel Filter	Y	N	
PAYLOAD CAPACITY			
Rated Capacity – approx. 3,295 lbs	Y	N	
DRIVETRAIN			
Auto Transmission w/ Electric Differential Lock	Y	N	
ELECTRICAL SYSTEM			
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y	N	No high/low beams. Twin LED headlights
Fuel Injected w/ Electric Choke	Y	N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y	N	16 quart capacity
STEERING			
Automotive power steering	Y	N	
BRAKES			
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y	N	

SURROUNDS MOWER			
SPECIFICATIONS			
Item 3			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE			
Fuel = Diesel	Y	N	
Size = Approx. 52 Cubic Inches	Y	N	68.5 cu. in.
Power = Approx. (Gross) 35 Hp	Y	N	21.5 Hp
Air Cleaner = Dual-Stage With Restriction Indicator	Y	N	Heavy-duty, radial seal air cleaner
Cooling = Liquid	Y	N	
Oil Filter = Full Flow Filter	Y	N	
Cylinders = 3	Y	N	
Displacement = 67.1 Cubic Inches	Y	N	68.5 cu. In.
CAPACITIES			
FUEL = 11 Gal	Y	N	7.5 Gal
ENGINE OIL = 3 Qt	Y	N	4.25 Qt
HYDRAULIC OIL = 3.5 Gal	Y	N	
DRIVE SYSTEM			
Traction Drive = Full time 3 Wheel Drive Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	Y	N	Series Parallel 3 wheel drive
BRAKES			
2-wheel Disc	Y	N	2-wheel drum
Hand controlled Park Brake	Y	N	
Closed loop traction system.	Y	N	
OTHER STANDARD EQUIPMENT			
Drive Wheels=Hydraulic, Standard 3 Wd	Y	N	
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	Y	N	Series Parallel 3 wheel drive
CUTTING UNITS			
Number = 3 Reel Cutting Units	Y	N	
SIZE = Approx. 26"	Y	N	27"
Number Of Blades = 8	Y	N	
Backlapping = Standard	Y	N	
CLIP FREQUENCY = 0.126-In/Mph	Y	N	Variable reel speed to set clip properly for the ground speed and HOC.
Front Rollers = Grooved	Y	N	Weihle rollers
Reel Diameter = 7"	Y	N	
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	Y	N	Duel Point Adjustment - Bedknife-to-Reel
Rear Rollers = Solid	Y	N	
ELECTRICAL AND SAFETY INTERLOCKS			
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	Y	N	Standard Control module with diagnostic lights.
Neutral start switch	Y	N	
Operator presence switch (in seat)	Y	N	
Mow / Transport switch	Y	N	
Park brake set switch.	Y	N	

**TRIPLEX GREENS MOWER
SPECIFICATIONS**

Item 4

ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE			
Power = 18 HP	Y	N	
Type = Gas (Unleaded) powered	Y	N	
CAPACITIES			
Fuel Capacity = 7.0 gal	Y	N	
Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	Y	N	
DRIVE SYSTEM			
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	Y	N	
IMPLEMENT DRIVE			
Hydraulic drive, individual pump and valve sections operating three reels	Y	N	
CUTTING UNITS			
Number = 3	Y	N	
Type = 11 Blade	Y	N	
BEDKNIVES = Lo-Cut, 1/8"	Y	N	
Height Of Cut Range = 0.125" – 0.750"	Y	N	
Reel Frame	Y	N	
Reel Diameter = 5"	Y	N	
Blades Shall Be High Carbon Steel	Y	N	
OTHER STANDARD EQUIPMENT			
STEERING			
Power	Y	N	
Gas Shock	Y	N	Double acuating steering cyclinder
CONTROLS			
LED Light Kit	Y	N	
Raise / lower mow lever (joystick)	Y	N	

WIDE AREA ROTARY MOWER SPECIFICATIONS			
Item 5			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE AND CAPACITIES			
ENGINE			
55 HP, Liquid Cooled Turbo Charged Diesel	Y	N	
AIR CLEANER			
Dry, replaceable primary and safety elements	Y	N	
RADIATOR			
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart (10.4	Y	N	Rear-mount, cross-flow, 7-row, 6.3 fins per inch, 9 quart (8.5 liter) capacity
FUEL CAPACITY			
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y	N	
DRIVE SYSTEM			
TRACTION DRIVE			
Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	Y	N	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear.
HYDRAULICS/COOLING			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler with tilt out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
OTHER CHARACTERISTICS			
DIAGNOSTICS			
Diagnostics pressure test ports: forward and reverse traction, left, center, and right decks. Reverse 4WD, lift, and steering. Charge and deck counterbalance circuits.	Y	N	
INTERLOCKS			
Prevents engines from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Mowing only permitted in low range. Engine stops if parking brake engaged and traction pedal not in neutral. Deck transport latches.	Y	N	
CUTTING UNITS			
WIDTH OF CUT			
Overall approx. 109" . Center deck 54" . Two 37" Wings all upfront	Y	N	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7" (12.8 cm).
MOWING RATES			
Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	Mows up to 10.6 acres/h (4.3 hectares/h) at 8 mph (12.4 km/h) (assumes no overlap or stops).
OTHER STANDARD EQUIPMENT			
Light Kit	Y	N	Optional
Canopy	Y	N	Optional

FAIRWAY MOWER			
SPECIFICATIONS			
Item 6			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE AND CAPACITIES			
ENGINE			
3 Cylinder 36.8 hp Diesel, Liquid Cooled	Y	N	
Pressurized Lubrication System w/5.0 Qt	Y	N	
FUEL CAPACITY			
Approx. 14 gallon diesel fuel/biodiesel B-20	Y	N	
HYDRAULIC CAPACITY			
15 Gallon Capacity w/Spin on 10 Micron Filter	Y	N	
CONTROLS			
Single foot operated pedal with speed limiter	Y	N	
Foot Activated parking brake	Y	N	
Hand operated key switch, throttle, isochroous engine speed control.	Y	N	
Hand operated raise/lower joystick for reel raise and lower, headlight switch and pivoting control console.	Y	N	
ELECTRICAL			
12 Volt, 570 CCA battery w/55 Amp alternator, electronic control unit that is microprocessor based.	Y	N	
Solid State with diagnostic capabilites for all safty switch and operator present switches.	Y	N	
CUTTING UNIT			
5- 22" 11 blade cutting units with edgemax bed knives	Y	N	
100" width of cut w/3" grooved front roller and smooth rear roller	Y	N	
OTHER EQUIPMENT			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	
Sun Shade	Y	N	

Attachment C - Sample Equipment Specifications

This sheet is to be completed and used in conjunction with the pricing page (Attachment A).

BUNKER RAKE SPECIFICATIONS			
Item 1			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE			
V-Twin cylinder, 4-cycle, OHV.	Y	N	
18 hp (13.4 kW) @ 3600 rpm.	Y	N	
Displacement: 34.8 cu. in. (570 cc)	Y	N	
Oil capacity: 1.75 quart (1.8 liter)	Y	N	
Cooling: Air (high flow blower)	Y	N	
Air cleaner system: Remote mounted 3-phase Donaldson® air cleaner	Y	N	
TRACTION			
Drive: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3WD, hydraulic traction system.	Y	N	
Brakes: Dynamic braking through the hydrostatic transmission, hand actuated brake lever.	Y	N	
Hydraulic oil: 5.0 gallon (18.9 liter). 10 micron replaceable cartridge.	Y	N	
Main frame: Welded rectangular tubular steel frame construction.	Y	N	
Controls: Hand operated choke, throttle, and hydraulic control for raising/lowering with float.	Y	N	
GROUND SPEED			
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y	N	
ELECTRICAL			
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y	N	
Starter: 12 volt electric	Y	N	
Light kit	Y	N	
STEERING			
Hydraulic Power Steering	Y	N	
OTHER CHARACTERISTICS			
Rear Rake and Frame	Y	N	
Ground Clearance: 6.0"	Y	N	

**HEAVY DUTY UTILITY VEHICLE
SPECIFICATIONS**

Item 2

ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE			
v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y	N	
Horsepower- 28 HP	Y	N	
Torque 40.8	Y	N	
Displacement – 69 cu. in. (747 cc)	Y	N	45.6 cu. In. (747cc)
Oil Capacity – 2 qts.	Y	N	
Governor type – Mechanical centrifugal	Y	N	
Lube Oil Filter – Full flow with spin-on oil filter	Y	N	
Lubrication – Full-pressure lubrication	Y	N	
Starting System – 12-volt starter	Y	N	
In Line Fuel Filter	Y	N	
PAYLOAD CAPACITY			
Rated Capacity – approx. 3,295 lbs	Y	N	
DRIVETRAIN			
Auto Transmission w/ Electric Differential Lock	Y	N	
ELECTRICAL SYSTEM			
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y	N	No high/low beams. Twin LED headlights
Fuel Injected w/ Electric Choke	Y	N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y	N	16 quart capacity
STEERING			
Automotive power steering	Y	N	
BRAKES			
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y	N	

**SURROUNDS MOWER
SPECIFICATIONS**

Item 3

ITEM/MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
ENGINE		
Fuel = Diesel	Y	N
Size = Approx. 52 Cubic Inches	Y	N 68.5 cu. in.
Power = Approx. (Gross) 35 Hp	Y	N 24.5 Hp
Air Cleaner = Dual-Stage With Restriction Indicator	Y	N Heavy-duty, radial seal air cleaner
Cooling = Liquid	Y	N
Oil Filter = Full Flow Filter	Y	N
Cylinders = 3	Y	N
Displacement = 67.1 Cubic Inches	Y	N 68.5 cu. In.
CAPACITIES		
FUEL = 11 Gal	Y	N 7.5 Gal
ENGINE OIL = 3 Qt	Y	N 4.25 Qt
HYDRAULIC OIL = 3.5 Gal	Y	N
DRIVE SYSTEM		
Traction Drive = Full time 3 Wheel Drive Reduce Slip System (RSS), 2-pedal foot controlled; or equivalent	Y	N
BRAKES		
2-wheel Disc	Y	N 2-wheel drum
Hand controlled Park Brake	Y	N
Closed loop traction system.	Y	N
OTHER STANDARD EQUIPMENT		
Drive Wheels=Hydraulic, Standard 3 Wd	Y	N
Traction Drive = Three-Wheel Drive Reduce Slip System, 2-Pedal Controlled	Y	N
CUTTING UNITS		
Number = 3 Reel Cutting Units	Y	N
SIZE = Approx. 26"	Y	N 27"
Number Of Blades = 8	Y	N
Backlapping = Standard	Y	N
CLIP FREQUENCY = 0.126-In/Mph	Y	N Variable reel speed to set clip properly for the ground speed and HOC.
Front Rollers = Grooved	Y	N Weihle rollers
Reel Diameter = 7"	Y	N
BEDKNIFE ADJUSTMENT = Reel-To-Bedknife	Y	N Dual Point Adjustment - Bedknife-to-Reel
Rear Rollers = Solid	Y	N
ELECTRICAL AND SAFETY INTERLOCKS		
DIAGNOSTICS = On board Diagnostics with the White Box Controller and (SOS) Sit on Sit Diagnostics; or equivalent	Y	N Standard Control module with diagnostic lights.
Neutral start switch	Y	N
Operator presence switch (in seat)	Y	N
Mow / Transport switch	Y	N
Park brake set switch.	Y	N

**TRIPLEX GREENS MOWER
SPECIFICATIONS**

Item 4

ITEM/MINIMUM REQUIREMENT	COMPLY?	VENDOR EXCEPTION/ALTERNATIVE
ENGINE		
Power = 18 HP	Y	N
Type = Gas (Unleaded) powered	Y	N
CAPACITIES		
Fuel Capacity = 7.0 gal	Y	N
Hydraulic Oil = 7.5 gal primary, and 1.0 gal auxiliary tank	Y	N
DRIVE SYSTEM		
Traction Drive = Hydrostatic piston pump closed loop system. Foot pedal forward and reverse; infinitely variable	Y	N
IMPLEMENT DRIVE		
Hydraulic drive, individual pump and valve sections operating three reels	Y	N
CUTTING UNITS		
Number = 3	Y	N
Type = 11 Blade	Y	N
BEDKNIVES = Lo-Cut, 1/8"	Y	N
Height Of Cut Range = 0.125" – 0.750"	Y	N
Reel Frame	Y	N
Reel Diameter = 5"	Y	N
Blades Shall Be High Carbon Steel	Y	N
OTHER STANDARD EQUIPMENT		
STEERING		
Power	Y	N
Gas Shock	Y	N
		Double acuating steering cyclinder
CONTROLS		
LED Light Kit	Y	N
Raise / lower mow lever (joystick)	Y	N

WIDE AREA ROTARY MOWER SPECIFICATIONS			
Item 5			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE AND CAPACITIES			
ENGINE			
55 HP, Liquid Cooled Turbo Charged Diesel	Y	N	
AIR CLEANER			
Dry, replaceable primary and safety elements	Y	N	
RADIATOR			
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart (Y	N	Rear-mount, cross-flow, 7-row, 6.3 fins per inch, 9 quart (8.5 liter) capacity
FUEL CAPACITY			
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y	N	
DRIVE SYSTEM			
TRACTION DRIVE			
Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	Y	N	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear.
HYDRAULICS/COOLING			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler with tilt out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
OTHER CHARACTERISTICS			
DIAGNOSTICS			
Diagnostics pressure test ports: forward and reverse traction, left, center, and right decks. Reverse 4WD, lift, and steering. Charge and deck counterbalance circuits.	Y	N	
INTERLOCKS			
Prevents engines from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Mowing only permitted in low range. Engine stops if parking brake engaged and traction pedal not in neutral. Deck transport latches.	Y	N	
CUTTING UNITS			
WIDTH OF CUT			
Overall approx. 109" . Center deck 54". Two 37" Wings all upfront	Y	N	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7"
MOWING RATES			
Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	Mows up to 10.6 acres/h (4.3 hectares/h) at 8 mph (12.4 km/h) (assumes no overlap or
OTHER STANDARD EQUIPMENT			
Light Kit	Y	N	Optional
Canopy	Y	N	Optional

FAIRWAY MOWER			
SPECIFICATIONS			
Item 6			
ITEM/MINIMUM REQUIREMENT	COMPLY?		VENDOR EXCEPTION/ALTERNATIVE
ENGINE AND CAPACITIES			
ENGINE			
3 Cylinder 36.8 hp Diesel, Liquid Cooled	Y	N	
Pressurized Lubrication System w/5.0 Qt	Y	N	
FUEL CAPACITY			
Approx. 14 gallon diesel fuel/biodiesel B-20	Y	N	
HYDRAULIC CAPACITY			
15 Gallon Capacity w/Spin on 10 Micron Filter	Y	N	
CONTROLS			
Single foot operated pedal with speed limiter	Y	N	
Foot Activated parking brake	Y	N	
Hand operated key switch, throttle, isochroous engine speed control.	Y	N	
Hand operated raise/lower joystick for reel raise and lower, headlight switch and pivoting control console.	Y	N	
ELECTRICAL			
12 Volt, 570 CCA battery w/55 Amp alternator, electronic control unit that is microprocessor based.	Y	N	
Solid State with diagnostic capabilities for all safety switch and operator present switches.	Y	N	
CUTTING UNIT			
5- 22" 11 blade cutting units with edgemax bed knives	Y	N	
100" width of cut w/3" grooved front roller and smooth rear roller	Y	N	
OTHER EQUIPMENT			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	
Sun Shade	Y	N	

Toro Equipment Maintenance Products and Schedules for Equipment In Attachment C.

Item #1 Bunker Rake

TORO QUICK SERVICE REFERENCE


SAND PRO 3040 & 5040

Model All Models	Serial 260000001 & Up
Engine Brand	B&S Vanguard
Engine Oil (Chart K).....	1.75Qts..... SAE 30 SH,SJ
Engine Oil Filter	107-7817
Hydraulic Oil (Chart R).....	3Gal..... ISO VG 46
Hydraulic Filter	54-0110
Remote Air Filter	108-3811
Fuel Filter In-line.....	94-2690
Tire Pressure.....	4-6 PSI (Front & Rear)

*Indicates Briggs & Stratton Part Numbers

Maintenance

Note: Determine the left and right sides of the machine from the normal operating position.



If you leave the key in the ignition switch, someone could 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"> • Torque the wheel lug nuts. • Change the engine oil and filter. • Change the hydraulic filter.
Before each use or daily	<ul style="list-style-type: none"> • Check the engine oil level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the condition of the hydraulic lines and hoses. • Inspect and clean the machine.
Every 25 hours	<ul style="list-style-type: none"> • Check the battery fluid level and the cable connections.
Every 50 hours	<ul style="list-style-type: none"> • Change the engine oil and filter.
Every 100 hours	<ul style="list-style-type: none"> • Torque the wheel lug nuts. • Grease the machine.
Every 200 hours	<ul style="list-style-type: none"> • Replace the air filter.
Every 400 hours	<ul style="list-style-type: none"> • Change the hydraulic system oil and filter.
Every 800 hours	<ul style="list-style-type: none"> • Replace the spark plugs. • Replace the fuel filter. • Decarbon the combustion chamber. • Adjust the valves and torque head. • Check the engine RPM (at idle and full throttle). • Drain and clean the fuel tank.
Every 1,500 hours	<ul style="list-style-type: none"> • Replace moving hoses. • Replace the neutral and seat interlock switches.

Important: Refer to your Engine Operator's Manual for additional maintenance procedures.

Items #2 Heavy Duty Vehicle



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"> • Torque the front and rear wheel nuts.
After the first 8 hours	<ul style="list-style-type: none"> • Check condition and tension of the alternator belt.
After the first 10 hours	<ul style="list-style-type: none"> • Torque the front and rear wheel nuts. • Check the adjustment of the shift cables. • Check the adjustment of the parking brake. • Replace the hydraulic filter. • Change the high flow hydraulic oil filter (TC Models only)
After the first 50 hours	<ul style="list-style-type: none"> • Change engine oil and filter.
Before each use or daily	<ul style="list-style-type: none"> • Check engine oil level. • Check the level of coolant. • Check the transaxle/hydraulic fluid level. • Check the high flow hydraulic fluid level (TC models only). • Check the tire pressure. • Check the brake fluid level. • Check the operation of the interlock system. • Remove debris from the engine area and radiator. (Clean more frequently in dirty conditions.)
Every 50 hours	<ul style="list-style-type: none"> • Check the battery fluid level. (Every 30 days if in storage) • Check the battery cable connections.
Every 100 hours	<ul style="list-style-type: none"> • Check the level of front differential oil (four wheel drive models only). • Grease all bearings and bushings. (Lubricate more frequently in heavy duty applications) • Check the condition of the tires.
Every 150 hours	<ul style="list-style-type: none"> • Change engine oil and filter.
Maintenance Service Interval	Maintenance Procedure
Every 200 hours	<ul style="list-style-type: none"> • Torque the front and rear wheel nuts • Change the air cleaner filter. (more frequently in dusty or dirty conditions) • Inspect the constant velocity boot for cracks, holes, or a loose clamp. • Check the adjustment of the shift cables. • Check the adjustment of the high-low cable. • Check the adjustment of the differential lock cable. • Check the adjustment of the parking brake. • Check the adjustment of the brake pedal. • Check condition and tension of the alternator belt. • Check the adjustment of the clutch pedal. • Inspect the service and parking brakes.
Every 400 hours	<ul style="list-style-type: none"> • Inspect or replace the spark plugs. • Replace the fuel filter. • Check the fuel lines and connections. • Check the front wheel alignment. • Visually inspect the brakes for worn brake shoes.
Every 800 hours	<ul style="list-style-type: none"> • Change the front differential oil. • Change the hydraulic fluid and clean the strainer. • Replace the hydraulic filter. • Change the high flow hydraulic oil (TC Models only) • Change the high flow hydraulic oil filter (TC Models only)
Every 1,000 hours	<ul style="list-style-type: none"> • Change the brake fluid. • Drain/flush the fuel tank. • Flush/replace the coolant system fluid.
Yearly	<ul style="list-style-type: none"> • Complete all yearly maintenance procedures specified in the Engine Operator's Manual.

Item #3 Surrounds Mower

TORO QUICK SERVICE REFERENCE

REELMASTER 3100 D

- Model All Models Serial 290000001 & Up
- Engine Brand Kubota
- Engine Oil (*Chart M*) 4 Qts SAE 15W-40 CH-4
- Engine Oil Filter 108-3841
- Breather Element 98-9493
- Hydraulic Oil (*Chart R*) 3.5 Gal ISO VG 46
- Hydraulic Filter 54-0110
- Air Filter 108-3811
- Fuel Filter Spin On* 110-9049 (2008 & Up)
- Tire Pressure 14 – 18 PSI
(Front & Rear)
- Engine Coolant 1.5 Gal Ethylene Glycol, Water
(50/50 mix)

*Refer to Toro's parts manual or Parts Viewer for Bio-Diesel fuel filter part numbers.

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first hour	<ul style="list-style-type: none"> • Torque the wheel nuts.
After the first 10 hours	<ul style="list-style-type: none"> • Torque the wheel nuts. • Check the condition and tension of all belts. • Change the hydraulic filter.
After the first 50 hours	<ul style="list-style-type: none"> • Change the oil and oil filter.
Before each use or daily	<ul style="list-style-type: none"> • Check the engine oil level. • Check the engine coolant level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the reel-to-bedknife contact. • Check the interlock system. • Drain the water separator. • Clean the radiator and oil cooler. • Check the hydraulic lines and hoses.
Every 25 hours	<ul style="list-style-type: none"> • Check the electrolyte level. (If machine is in storage, check every 30 days.)
Every 50 hours	<ul style="list-style-type: none"> • Lubricate all bearings and bushings. (Lubricate all bearings and bushings daily when conditions are dusty and dirty.)
Every 100 hours	<ul style="list-style-type: none"> • Check the condition and tension of all belts.
Every 150 hours	<ul style="list-style-type: none"> • Change the oil and oil filter.
Every 200 hours	<ul style="list-style-type: none"> • Torque the wheel nuts. • Service the air cleaner (More frequently in extreme dusty or dirty conditions) • Check the parking brake adjustment. • Change the hydraulic filter.
Every 400 hours	<ul style="list-style-type: none"> • Check the fuel lines and connections. • Replace the fuel filter canister. • Change the hydraulic fluid.
Every 500 hours	<ul style="list-style-type: none"> • Grease the bearings in the rear axle.
Yearly	<ul style="list-style-type: none"> • Apply a liberal coating of grease to the check valve pins.
Every 2 years	<ul style="list-style-type: none"> • Drain and clean the fuel tank.

CAUTION

If you leave the key in the ignition switch, someone could accidentally start the engine and seriously injure you or other bystanders.

Remove the key from the ignition before you do any maintenance.

Item #4 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"> • Check the torque of the wheel nuts.
After the first 10 hours	<ul style="list-style-type: none"> • Check the torque of the wheel nuts.
After the first 25 hours	<ul style="list-style-type: none"> • Change the engine oil and filter.
After the first 50 hours	<ul style="list-style-type: none"> • Change the hydraulic filter. • Check the engine RPM (at idle and full throttle).
Before each use or daily	<ul style="list-style-type: none"> • Check the engine oil. • Check the hydraulic fluid level. • Check the safety interlock system. • Inspect and cleanup after mowing. • Check the hydraulic lines and hoses.
Every 50 hours	<ul style="list-style-type: none"> • Grease the machine (immediately after every washing). • Service the air cleaner foam pre-cleaner (more frequently when operating conditions are dusty or dirty). • Check the battery electrolyte level. • Check the battery cable connections.
Every 100 hours	<ul style="list-style-type: none"> • Service the air cleaner cartridge (more frequently when operating conditions are dusty or dirty). • Change the engine oil and filter.
Every 200 hours	<ul style="list-style-type: none"> • Check the torque of the wheel nuts. • Check the reel bearing preload adjustment.
Every 800 hours	<ul style="list-style-type: none"> • Replace the spark plugs. • Replace the fuel filter. • Change the hydraulic oil. • Change the hydraulic filter. • Check the engine RPM (at idle and full throttle). • Check the valve clearance.
Every 2 years	<ul style="list-style-type: none"> • Check the fuel lines and connections. • Replace moving hoses.

Item #5 Wide Area Rotary Mower**QUICK SERVICE REFERENCE**

GROUNDMASTER 4100/4110-D

Model Tier 4 Diesel 30608 & 30606 including A models Serial 313000101 & Up

Engine Brand.....	Yanmar
Engine Oil.....6Qts.....	SAE 15W-40 CJ-4
Engine Oil Filter.....	125-7025
Breather Element.....	100-3715
Hydraulic Oil.....7.75Gal.....	ISO VG 46/68 See Specifications Below
Hydraulic Filter.....	75-1310
Traction Hydraulic Filter.....	94-2621
Hydraulic Breather.....	115-9793
Air Filter.....	108-3814
Safety Air Filter.....	108-3816
Water/Separator Element.....	125-2915
Fuel Filter Spin On.....	125-8752
Planetary Gear Drive.....22Oz.....	SAE 85W140
Rear Axle.....80Oz.....	SAE 85W140
Rear Axle Breather.....	110-4812
Tire Pressure.....	25-30 PSI (Front & Rear)
Caster Tires.....	50 PSI
Engine Coolant.....9Qts.....	Ethylene Glycol, Water (50/50 mix)

High Viscosity Index/Low Pour Point Anti-wear Hydraulic Fluid, ISO VG 46**Material Properties:**

Viscosity, ASTM D445	cSt @ 40°C 44 to 48 cSt @ 100°C 7.9 to 8.5
Viscosity Index ASTM D2270	140 to 160
Pour Point, ASTM D97	-34°F to -49°F

Industry Specifications:

Vickers I-286-S (Quality Level), Vickers M-2950-S (Quality Level), Denison HF-0

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first 10 hours	<ul style="list-style-type: none"> • Torque the wheel lug nuts. • Check the alternator belt tension. • Check the compressor belt tension. • Check the blade drive belt tension.
After the first 200 hours	<ul style="list-style-type: none"> • Change the front planetary gear oil. • Change the rear axle oil.
Before each use or daily	<ul style="list-style-type: none"> • Check the engine oil level. • Check the coolant level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the air cleaner indicator • Drain water from water separator • Remove all debris and chaff from the engine compartment, radiator and oil cooler. • Check the interlock switch operation
Every 50 hours	<ul style="list-style-type: none"> • Lubricate all grease fittings. • Inspect the air cleaner. • Check the blade drive belt tension. • Clean the air conditioning screen. (Clean more frequently in extremely dusty or dirty conditions)
Every 100 hours	<ul style="list-style-type: none"> • Inspect the cooling system hoses and clamps. • Check the alternator belt tension. • Check the compressor belt tension.
Every 200 hours	<ul style="list-style-type: none"> • Torque the wheel lug nuts.
Every 250 hours	<ul style="list-style-type: none"> • Change the engine oil and filter. • Clean the cab air filters. (Replace them if they are torn or excessively dirty.) • Clean the air conditioning coil. (Clean more frequently in extremely dusty or dirty conditions)
Every 400 hours	<ul style="list-style-type: none"> • Check the planetary gear drive oil. • Check the rear axle lubricant. • Check the rear axle gear box lubricant. • Service the air filter (if the indicator shows red). • Inspect the fuel lines and connections. • Replace the water separator/fuel filter canister. • Replace the engine fuel filter.
Every 800 hours	<ul style="list-style-type: none"> • Drain and clean the fuel tank. • Change the front planetary gear oil. (Or yearly, whichever comes first) • Change the rear axle oil. • Check the rear wheel toe-in. • Inspect the blade drive belts. • Change the hydraulic oil. • Change the hydraulic oil filters. • Inspect the side cutting unit damper. • Inspect the cutting unit castor wheel assemblies.
Every 1,000 hours	<ul style="list-style-type: none"> • Check and adjust the valve clearance.
Every 3,000 hours	<ul style="list-style-type: none"> • Remove and clean the DPF (or as required)

Item #6 Fairway Mower

TORO QUICK SERVICE REFERENCE

REELMASTER 5410 & 5510 Series
(2 & 4 WHEEL DRIVE)

- Model Tier 4 Diesel 03672 & 03687 Serial 313000101 & Up
- Engine Brand Yanmar
- Engine Oil (Chart A).....5.5Qts SAE 15W-40 CJ-4
- Engine Oil Filter 125-7025
- Hydraulic Oil (Chart R).....15Gal..... ISO VG 46/68 Specification Below
- Hydraulic Filter 94-2621
- Charge fluid Filter..... 86-3010
- Air Filter 108-3810
- Water Separator..... 125-2915
- Fuel Filter Spin On..... 127-3075
- Tire Pressure..... 12 – 15 PSI (Front & Rear)
- Engine Coolant.....7Qts Ethylene Glycol, Water
(50/50 mix)

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first hour	<ul style="list-style-type: none"> • Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb).
After the first 10 hours	<ul style="list-style-type: none"> • Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb). • Check the alternator belt tension.
Before each use or daily	<ul style="list-style-type: none"> • Check the engine oil level. • Check the cooling system. • Check the hydraulic fluid level. • Check the reel to bedknife contact. • Check the operation of the interlock switches. • Remove debris from the screen and radiator/oil cooler (more frequently in dirty operating conditions). • Check the hydraulic lines and hoses for leaks, kinked lines, loose mounting supports, wear, loose fittings, weather deterioration, and chemical deterioration.
Every 50 hours	<ul style="list-style-type: none"> • Grease the bearings and bushings. (Grease them immediately after every washing regardless of the interval listed.) • Check the condition of and clean the battery. • Check the battery cable connections.
Every 100 hours	<ul style="list-style-type: none"> • Inspect the cooling system hoses. • Check the alternator belt tension.
Every 200 hours	<ul style="list-style-type: none"> • Check the reel bearing preload.
Every 250 hours	<ul style="list-style-type: none"> • Torque the wheel lug nuts to 94 to 122 N-m (70 to 90 ft-lb). • Change the engine oil and filter.
Every 400 hours	<ul style="list-style-type: none"> • Service the air cleaner. (Service the air cleaner earlier if the air cleaner indicator shows red. Service it more frequently in extremely dirty or dusty conditions.) • Replace the fuel filter canister. • Replace the engine fuel filter. • Check the fuel lines and connections for deterioration, damage, or loose connections.
Every 800 hours	<ul style="list-style-type: none"> • Check the rear wheel toe-in. • Change the hydraulic fluid. • Change the hydraulic filters (sooner if the service interval indicator is in the Red zone). • Pack the rear wheel bearings
Every 6,000 hours	<ul style="list-style-type: none"> • Replace the DOC
Every 2 years	<ul style="list-style-type: none"> • Flush and replace the cooling system fluid. • Drain and flush the hydraulic tank. • Replace all moving hoses.

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.

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
- ii. Sales
Pete Whitacre
District Sales Manager
952-887-7936
Peter.Whitacre@toro.com
- iii. Sales Support
Joan Olson
Administrative Assistant
952-887-8838
Joan.Olson@toro.com
- iv. Financial Reporting
Anthony Sacco
Programs Administrator
952-887-7255
Anthony.Sacco@toro.com
- v. Contracts
Jon Stodola
Government Sales Manager
952-887-7937
Jon.Stodola@toro.com

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

The Toro Company

Rick Olson – President & CEO

Brad Hamilton – Vice President, Commercial Division

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

Jim Heinze – Director, Commercial Sales

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

Distribution

Most of our distributors are privately owned companies that are the connection from Toro to end use customer. The sales managers that report to the owners of these companies will 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.

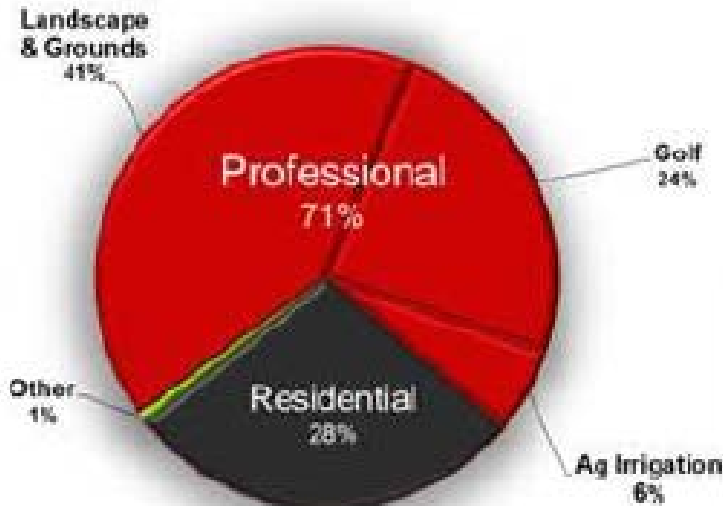
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

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

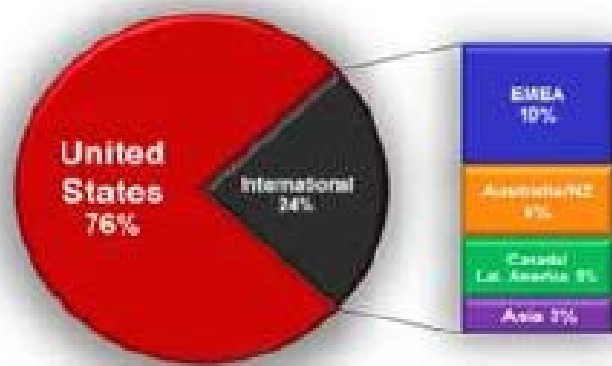
DIVERSE PORTFOLIO

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;">Annual Contract Amount: <u>\$351,325.00</u></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](#)

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

Thanks

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

Jess.romney@mesaaz.gov

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

Closed Fridays



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

Jess,

We are in agreement with the changes you have made. I am working with 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

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

Peter,

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

Thanks

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

Jess.romney@mesaaz.gov

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

Closed Fridays



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

Jess,

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

Best regards,

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

Office: 952-887-7936

Cell: 612-963-0892

Fax: 952-887 8694

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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 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