TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(Red Hawk Ridge Golf Course Equipment – Parks & Recreation)

DATE: 5-27-2026

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

LLJMWT LLC D/B/A L.L. JOHNSON DISTRIBUTING COMPANY, INC., a Delaware limited liability company, 4700 Holly St., Denver, Colorado 80216 ("Contractor").

RECITALS:

I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The product or service has been formally awarded to a vendor through a cooperative purchasing group, the Sourcewell Cooperative Purchasing Contract #112624-TTC, ***Exhibit 3***, which satisfies the Town's competitive procurement requirements.

III. The Town hereby engages Contractor pursuant to its Sole Source policy to provide the services and equipment more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Work.** Contractor shall perform all of the services and provide all materials, goods, products, equipment, and or deliverables as set forth on ***Exhibit 1*** ("Work"). Contractor shall deliver all materials, goods, products, equipment and or deliverables at the location specified by the Town, by the date mutually agreed upon by the Parties, but in no event no later than the expiration of the Term of the Agreement. Contractor shall complete the Work consistent with standards and practices of the profession.

2. **Payment**. The Town's total obligation to Contractor under this Agreement for the Work shall not exceed **$999,662.83**, including for transportation and or delivery expenses, unless authorized in writing by the Town. Contractor shall invoice Town for the Work rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. Town may withhold payment in whole, or in part, for the Work found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of the Inspection and Warranty Section herein, below ("disputed Work"). The Town shall not be required to pay for disputed Work until the dispute is resolved.

Subject to the foregoing, Town shall remit payment to Contractor, whether in whole or in part within thirty (30) days of receipt of such invoice.

3. **Term.** Contractor understands time is of the essence in this Agreement. The term of this Agreement shall commence upon execution of this Agreement and expire on **December 31, 2026** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions for no more than one (1) year by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the Payment Section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Contractor shall immediately turn over all work product, materials, and/or deliverables created up to the point of termination.

5. **Subcontractors.** Contractor may utilize subcontractors to assist with specialized services/work as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services/work to the Town for its prior approval.

6. **Inspection and Warranty**. Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the Term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect. Contractor expressly warrants that all materials, goods, products, and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation, whichever date is later. To the extent the length of time of any warranties listed in ***Exhibit 1*** are for greater than one (1) year, the length of time set forth in ***Exhibit 1*** shall apply. Contractor shall, at its option, repair or replace any materials, goods, products, and/or equipment provided under this Agreement to the Town that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies, materials, goods, products, and/or equipment and to deliver such written warranties to the Town.

7. **Risk of Loss**. With respect to any materials, goods, products, and/or equipment provided under this Agreement, risk of loss shall not pass to the Town until such materials, goods, products, and/or equipment has been received and accepted by the Town, pursuant to the Inspection and Warranty Section herein, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

8. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

9. **Assignment.** This Agreement shall not be assigned by Contractor without the written consent of the Town.

10. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

11. **Insurance.**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the Term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies are cancelled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices Section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds

or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as ***Exhibit* 2**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds**: For Commercial General Liability and Automobile Liability, Contractor and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

E. **Subcontractors:** Contractor shall confirm and document that all subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of Work provided.

F. **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 products and completed operations aggregate, and $2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing work under this Agreement.

12. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

13. **Indemnification.** Contractor expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing Work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

14. **Digital Accessibility.** Contractor shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines ("WCAG") followed by the State of Colorado. In addition, Contractor shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

15. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities,

shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

16. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

17. **Time is of the Essence.** If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper.

18. **Default and Remedies**. In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies (subject to the following limitations on damages), and recover its reasonable attorney's fees and costs in such legal action. No Party will be entitled to lost profits or incidental, consequential, punitive or exemplary damages in the event of a default.

19. **Waiver.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

20. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

21. **Americans with Disabilities Act.** Contractor agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliant deliverable, work, service or equipment into compliance. These indemnification obligations shall survive the expiration or termination of this Agreement.

22. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Contractor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Contractor shall insert the foregoing provision in any subcontracts hereunder.

23. **Title VI Compliance.** To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

24. **Advertising and Public Disclosure.** Contractor shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

25. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Work outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. However, Contractor acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Work.

Contractor warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Contractor shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Contractor has obtained proper permission and all licenses, releases and other necessary documents. Contractor releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes

upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

26. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Contractor and bind their respective entities. This Agreement is executed and made effective as provided above.

27. **Independent Contractor.** Nothing herein contained shall ever be construed as to constitute the Parties hereto as a partnership or joint venture. The Parties hereby represent that Contractor is acting in the capacity of an independent contractor with respect to the Town for all purposes under this Agreement. Contractor represents and warrants that Contractor is free from the Town's direction and control in the performance of Contractor's obligations under this Agreement and that Contractor has an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services Contractor will perform or the manner in which such work or services will be performed. Contractor is not covered by any worker's compensation insurance or any other insurance maintained by the Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

28. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

29. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

30. **Licenses/Taxes.** Contractor affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Contractor shall be solely responsible for paying all applicable taxes associated with or arising out of this Agreement.

31. **Confidentiality.** Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering Services or Work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information

that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

32. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Sourcewell Cooperative Purchasing Master Agreement #112624, (3) Exhibit containing Contractor's Certificate of Insurance; and (4) Exhibit containing the Scope of Work and Fee Schedule.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF WORK AND FEE SCHEDULE
EXHIBIT 2 – CONTRACTOR'S CERTIFICATE OF INSURANCE
EXHIBIT 3 – SOURCEWELL COOPERATIVE PURCHASING MASTER AGREEMENT #112624

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Lauren DiDomenico, Assistant Town Attorney

Approved as to content:

Jeff Brauer, Director of Parks & Recreation

CONTRACTOR:

LLJMWT LLC D/B/A L.L. JOHNSON DISTRIBUTING COMPANY, INC.

By: Brandon Bollerud
(Signature)

BRANDON BOLLERUD
(Print Name)

Its: Commercial Turf Sales Manager
(Title)

EXHIBIT 1

SCOPE OF WORK AND FEE SCHEDULE

Qty	Model Number	Description	Each unit price	Extended price
1	30885	Groundsmaster 4500	$95,884.62	$95,884.62
1	30669	Universal Sunshade, White	$800.28	$800.28
1	Service Fee	Sourcewell Service Fee		$3,867.40
-1		GM4500 4,600 hours	-$5,000.00	-$5,000.00
			Total	**$95,552.30**

Qty	Model Number	Description	Each unit price	Extended price
2	03952	Reelmaster 5410-D	$65,633.88	$131,267.76
10	03621	22 Inch 5 Inch 8-Blade Radial Reel (RR) EdgeSeries	$3,797.82	$37,978.20
2	03406	5 Inch Powered Rear Roller Brush for Cutting Units without Groomers	$3,855.54	$7,711.08
2	03645	CrossTrax All-wheel Drive Kit	$5,628.48	$11,256.96
1	Service Fee	Sourcewell Service Fee		$7,528.56
-1		RM5410- 2WD - 4010 HOURS	-$4,000.00	-$4,000.00
-1		RM5410- 4WD - 2800 HOURS	-$8,000.00	-$8,000.00
			Total	**$183,742.56**

Qty	Model Number	Description	Each unit price	Extended price
4	04358	Greensmaster 3150-Q	$34,450.26	$137,801.04
12	04654	11 Blade Cutting Unit	$3,279.12	$39,349.44
12	04255	Narrow Wiehle Roller (One roller)	$384.54	$4,614.48
12	04648	Universal Groomer Drive	$2,217.54	$26,610.48
12	04802	Twin Tip Groomer Blade Assembly (21 Inch)	$880.62	$10,567.44
4	138-4976	Pull Link Kit (Set Of 3)	$971.34	$3,885.36
4	04555	Light Kit - LED	$737.88	$2,951.52
4	04476	3 WD Kit (Without ROPS)	$3,809.52	$15,238.08
1	Service Fee	Sourcewell Service Fee		$9,640.71
-4		Trade in GR3150's approximately 4,200 hours ea	-$500.00	-$2,000.00
			Total	**$248,658.55**

Qty	Model Number	Description	Each unit price	Extended price
2	08745	Sand Pro 5040	$24,900.72	$49,801.44
2	08714	Manual Blade (40 Inch)	$1,915.68	$3,831.36
2	08751	QAS Tooth Rake	$1,900.08	$3,800.16
2	119-7158	Pivot Trowel Kit (QAS Tooth Rake)	$222.50	$445.00
1	Service Fee	Sourcewell Service Fee		$2,315.12

-2		SP5040 tooth rake only 4,500 hours	-$500.00	-$1,000.00
			Total	**$59,193.08**

Qty	Model Number	Description	Each unit price	Extended price
2	44914	Toro GreensPro 1700 Lithium Powered Greens Roller	$39,000.00	$78,000.00
1	Service Fee	Sourcewell Service Fee		$3,120.00
-1		GP1260 275 hours	-$500.00	-$500.00
-1		GP1240 721 hours	-$500.00	-$500.00
-1		True Turf Roller no hour meter	-$500.00	-$500.00
			Total	**$79,620.00**

Qty	Model Number	Description	Each unit price	Extended price
1	41394	Multi Pro 5800-G with ExcelaRate	$68,740.62	$68,740.62
12	120-0712	Light Blue 1.00 gpm nozzle @ 40 PSI	$15.75	$189.00
12	121-5062	Cap and Gasket for AI Turbo TwinJet	$4.36	$52.32
1	41249	Foam Marker Kit	$2,633.28	$2,633.28
1	136-0458	Finish Kit, Foam Marker	$566.44	$566.44
1	Service Fee	Sourcewell Service Fee		$2,887.27
			Total	**$75,068.93**

Qty	Model Number	Description	Each unit price	Extended price
1	09960	ProCore 648s	$37,088.22	$37,088.22
3	09796	4 Tine 3/4 Inch Head Set	$265.98	$797.94
24	114-0558	Titan Side Eject Ext Taper 3/4 Inch (6.50 Inch X .660 Inch)	$7.75	$186.00
2	120-1045	Guard-Turf, 4 Tine, Short	$56.65	$113.30
1	120-1046	Guard-Turf, 4 Tine, Long	$87.01	$87.01
1	Service Fee	Sourcewell Service Fee		$1,530.90
			Total	**$39,803.37**

Qty	Model Number	Description	Each unit price	Extended price
1	HSC18A5	Classen 18" PRO Sod Cutter, Honda, GX160 5.5hp engine	$6,584.00	$6,584.00
		Includes rear swivel wheel and two year warranty		
			Total	**$6,584.00**

Qty	Model Number	Description	Each unit price	Extended price
1	07424LT	Workman LTX EFI Lifted	$11,430.35	$11,430.35
1	07450	Steel Flatbed	$861.12	$861.12
1	07144	12v Electric Lift Kit	$850.20	$850.20
1	08148	Side Bed Racking	$382.98	$382.98

1	08147	Center Bed Racking	$431.34	$431.34
1	07451	Steel Bed Sides	$506.22	$506.22
1	07921	2-Person Canopy	$759.72	$759.72
1	07923	Fold-Down Windshield	$327.60	$327.60
1	07145	Brush Guard	$416.52	$416.52
1	Service Fee	Sourcewell Service Fee		$638.64
			Total	**$16,604.69**

Qty	Model Number	Description	Each unit price	Extended price
1	07387	Workman HDX - 4WD Diesel (Kubota)	$39,921.18	$39,921.18
1	07316	High Flow Hydraulics Kit	$2,410.98	$2,410.98
1	Service Fee	Sourcewell Service Fee		$1,693.29
			Total	**$44,025.45**

Qty	Model Number	Description	Each unit price	Extended price
1	09935	ProCore SR72	$37,759.80	$37,759.80
1	09954	Rear Roller SR72	$1,165.32	$1,165.32
18	SGS14750	Solid Tine, 18mm x 16.25 Inch [18mm MNT]	$14.00	$252.00
1	Service Fee	Sourcewell Service Fee		$1,567.08
			Total	**$40,744.20**

Qty	Model Number	Description	Each unit price	Extended price
1	30807	Groundsmaster 3500-D	$48,271.08	$48,271.08
1	Service Fee	Sourcewell Service Fee		$1,930.84
			Total	**$50,201.92**

Qty	Model Number	Description	Each unit price	Extended price
1	39.51225	Ventrac Tractor 4520N Kubota WG972 EFI (4520N)	$31,138.80	$31,138.80
1	39.55118	HQ, HQ682 Mower, Tough Cut (HQ682)	$4,690.40	$4,690.40
1	70.8226	Kit, Hydraulic Flip Up HQ682	$510.40	$510.40
1	39.55148	MY, MY562 56" Flail Mower - Fast Cut (MY562)	$7,981.60	$7,981.60
1	70.8224	Kit, Hydraulic Flip Up MW/MY	$554.40	$554.40
1	39.55275	SE, SE530 V-Blade (SE530)	$4,830.00	$4,830.00
1	70.4164	Kit, Dual Front Hyd Aux 4520/4500	$650.00	$650.00
1	70.2018	Cab, KW454 for 4500/4520 (KW454)	$8,948.00	$8,948.00
1	70.8272	Kit, Cab Hazard and Turn Lights KW454	$374.00	$374.00
1	70.8161	Kit, Cab Strobe Light	$360.80	$360.80

1	70.8273	Kit, Cab Windshield Washer KW454	$264.00	$264.00
1	70.2018-1	Kit, Defrost Fan KW454	$255.20	$255.20
1	70.2014-51	Kit, KW452 Heatr Install 4500/4520 N,Y&Z	$334.40	$334.40
1	39.5546	EA, EA600 Aera-vator (EA600)	$7,339.20	$7,339.20
1	70.4161	Kit, 12V Front 4520/4500	$356.40	$356.40
1	70.8014	Kit, Opt Roller EA	$321.20	$321.20
1	70.8015	Kit, Opt Seeder EA	$3,075.60	$3,075.60
1	Service Fee	Sourcewell Service Fee		$2,879.38
-1		GM3300 72" Rotary deck , 60" flail deck, rotary broom 265 hours	-$15,000.00	-$15,000.00
			Total	**$59,863.78**

Grand Total	**$999,662.83**

The "Service Fee" line item is approved by Sourcewell to cover freight, set-up and delivery charges.

All Toro equipment comes with a two year or 1,500 hour warranty.

Any services provided by Contractor that are covered under the warranty period including an onsite service technician shall be covered at no charge.

EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE

Client#: 2081603 OAKCRTOP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Den.certificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LLJMWT LLC
4700 Holly St
Denver, CO 80216

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			GLO353805201	03/01/2026	03/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP3538053001	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			CUPC629310326NF	03/01/2026	03/01/2027	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC353805101	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the Town of Castle Rock, its Elected and Appointed Officials, Employees and Volunteers are named as Additional Insured with regards to Commercial General Liability and Automobile Liability.

CERTIFICATE HOLDER

Town of Castle Rock
100 N. Wilcox St.
Castle Rock, CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT 3

SOURCEWELL COOPERATIVE PURCHASING MASTER AGREEMENT #112624

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: The Toro Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances. To be effective, additional extensions must be in writing and agreed upon by all parties.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier, as such relates to these licenses.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

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

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

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for undisputed unpaid or undisputed underpaid Administrative Fees due under this Agreement. Failure to remit an undisputed payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices directly relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell or Supplier to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, directly arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees, unless such claim or cause of action is the result of the negligence of Sourcewell or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a defect in design, condition, or performance

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

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

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

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	The Toro Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Brooke Carey 1279DCB06D184BD...
By: _____	By: _____
Jeremy Schwartz	Brooke Carey
Title: Chief Procurement Officer	Title: Federal Contracts Manager
Date: 1/30/2025 | 6:43 PM CST	Date: 1/30/2025 | 2:12 PM CST

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	The Toro Company
Does your company conduct business under any other name? If yes, please state:	Toro
Address:	8111 Lyndale Ave S Bloomington, Minnesota 55420
Contact:	Ryan Miller
Email:	ryan.miller@toro.com
Phone:	330-642-7130
HST#:	41-1953040

Submission Details

Created On:	Monday October 14, 2024 11:17:32
Submitted On:	Tuesday November 26, 2024 12:27:02
Submitted By:	Ryan Miller
Email:	ryan.miller@toro.com
Transaction #:	f0bca2a0-3d9e-45a8-8231-280b53539d39
Submitter's IP Address:	24.239.253.93

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Toro Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The Toro Company will execute the Master Agreement and use local distributor/dealers for the performance.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1ZCN0	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	8111 Lyndale Avenue South Bloomington, MN 55420-1196	*
7	Proposer website address (or addresses):	www.toro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Edric Funk Group VP, Golf, Grounds, & Irrigation Edric.Funk@Toro.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Miller Government Contract Manager ryan.miller@toro.com 330-749-9957	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	In the event Ryan Miller cannot be reached, please email ToroGOV@toro.com.	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	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, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. 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 more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of dealers for our Landscape Contractor, Siteworks Systems, Irrigation, BOSS, and Ventrac product lines.	*
12	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2023, The Toro Company achieved $4.55 billion in net sales (a 1.0% increase over fiscal year 2022), and $443.5 million in adjusted net earnings. See attached 2023_financial_summary taken from The Toro Company's 2023 Annual Report, which is publicly available on the Toro website.	*
14	What is your US market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
15	What is your Canadian market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are none.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacturer. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which accounts for the majority of our Government Contracts business, we have 23 distributors throughout the United States and Canada with many satellite offices to meet member 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. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. The other brands that round out our portfolio offering also use a network of independent dealers throughout the US and Canada. These networks are not exclusive the way our Commercial Distributors are. They will handle all sales, order processing, billing, and service work for the product lines they carry.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electro-magnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporatedin Delaware:Arkansas, California, Colorado, Florida, Hawaii, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Toro has no suspension or disbarments to disclose.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Fortune World's Most Admired Companies The Toro Company was recognized by Fortune Magazine as one of the World's Most Admired Companies for 2024. Ranking fifth in the construction and farm machinery category, this achievement reflects The Toro Company's ongoing commitment to excellence and innovation. Newsweek World's Most Trustworthy Companies Built around a culture of integrity and caring relationships, The Toro Company was named one of the World's Most Trustworthy Companies for 2023 by Newsweek. This recognition highlights the company's commitment to enriching the lives, communities and industries we serve by providing innovative solutions customers can trust. EPA WaterSense® 2023 Excellence Award In 2023, The Toro Company received its 9th consecutive Water Excellence Award from the U.S. Environmental Protection Agency (EPA). This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste. WaterSense, a voluntary partnership program sponsored by EPA, is both a label for water-efficient products, programs and homes, and a resource for helping consumers learn ways to save water. Underground Construction Technology Association Community Impact Award The Underground Construction Technology Association recognized Ditch Witch, a division of The Toro Company, with the Community Impact Award in 2023 for helping to establish and facilitate water infrastructure across Africa. Worth Magazine Most Sustainable Companies 2022 In 2022, Worth Magazine identified The Toro Company as one of ten global companies across a broad range of sectors that has made sustainability part of its DNA and having an impact. Instrumental to this recognition is Toro's efforts in water stewardship and

		electrification. The company's advanced irrigation and water management systems increase efficiency and sustainable water withdrawal for some of the world's most renowned golf courses, sports fields, greenspaces, and essential agricultural acreages. Toro has also continued to expand its suite of battery-electric and smart-connected solutions with a focus on energy efficiency, labor optimization and improved productivity. FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah Facility In 2022, The Toro Company facility in Tomah, Wisconsin, received the Energy Efficiency Excellence Award from Focus on Energy for reducing energy waste and environmental impact. Through a 20-year partnership with Focus on Energy, The Toro Company has worked to advance the energy efficiency of operating equipment and manufacturing processes to support Focus on Energy's commitment to eliminate energy waste in Wisconsin. Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground Innovative Iron Awards, 2020 The Toro e-DingoSelected as a "game-changer" for its zero emissions and lithium-ion battery. Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. Rental Magazine 2020 Editor's Choice Award The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.	*
21	What percentage of your sales are to the governmental sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
22	What percentage of your sales are to the education sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State Contracts - AK, HI, KS, KY, MO, MT, NE, NM, RI, SD, WV, WI, MA, NY, VA. Many of our Distributor partners hold additional state and local contracts directly. Cooperative Contracts - Sourcewell, OMNIA Partners, Kinetic, GovMVMT Sourcewell - 2021 - $12mil / 2022 - $30 mil / 2023 - $41 mil As we are a publicly traded Company, the detailed sales information for our other contract partners is considered confidential.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract # 47QSMS25D000U	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids	Joy Huber	319-286-5886	*
Sarasota County General Services Letter Attached - 'Sarasota_Reference'	Erinn DeJonge	941-861-0733	*
Town of Markham	Albert Chan	905-477-2700; 2041	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, BOSS, and Ventrac products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of authorized sellers is the connection between Toro and the end-user customer. Most of our distributors and dealers are privately-owned companies. The sales managers of these companies lead a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of Commercial Distributors. The local Distributor can also be found by visiting comm.toro.com/lookup and entering a ZIP code. Due to the size of the dealer networks for our other brands and divisions, which is in the thousands, local dealers can be found by visiting their respective dealer locator tools online. Dealer locator tools – BOSS - www.bossplow.com/en/Locator Golf Irrigation - www.toro.com/en/Locator – Select: Golf > Irrigation RESCOM Irrigation - www.toro.com/en/Locator – Select: Contractor > Irrigation RLC - www.toro.com/en/Locator – Select: Contractor > Mowers SWS - www.toro.com/en/Locator – Select: Contractor > Compact Utility Loaders & Attachments Ventrac - www.ventrac.com/dealers	*

28	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 23 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. 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 on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced 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 customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To best serve Sourcewell members, they will work directly with their local authorized distributor/dealer for quoting, submitting orders, billing and after sale service. Sourcewell members can contact Toro directly to verify a specific distributor/dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract. Dealers are provided clear guidance for selling to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract are incentivized by receiving rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers are required to report all Sourcewell sales and may be required to submit additional documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Company's commercial sales and fulfillment model is exclusively through a distributor channel. Each distributor has protected territories, which allows them to make significant investments in their facilities and people. As a result, they have a contractual obligation to provide product, parts and service support to end-customers. There is a total of 23 Commercial distributors in the United States and Canada with more than 50 branch locations geographically located within territory lines to meet customer needs. All distributors maintain a parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. They also maintain service facilities, brick and mortar and mobile service, that enables them to respond quickly to the customer. The majority of the distributor's service and parts staff are enrolled in Toro's RED Certified program. This comprehensive training and development program requires participants to complete both technical and soft skills to acquire service knowledge while demonstrating product competencies. Certifications can range from Level 1 (L1) to Level 4 (L4) depending on the functional area they work within, and the level of technical knowledge needed to support the breadth of equipment. The L1 curriculum is interactive and on-line. As the personnel advances, their amount of time invested, and depth of knowledge is expanded to include in-person training and a technical capstone. As an example, a service technicians L1 is required to complete 30+ hours of curriculum and demonstrate their knowledge and aptitude through a hands-on assessment in order to achieve a L2 or higher certification status. The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level. In 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market. The centralized technical assistance center is part of a broader customer care team that provides warranty operations support and business operations consulting. Toro team members work with their channel partners to design a service operation that meets the wants and need of the customer while striving to meet established industry standard key performance indicators (KPIs). A few examples of these KPIs include a repair turn-around time (TaT) of 3-days or less, Fixing it Right the First Trip (FRFT) and Customer Overall Satisfaction (OSAT) scores above 9.0. Distributors who exceed industry standard benchmarks are recognized and rewarded through the Partners In Excellence program. It is a tremendous accomplishment and sense of pride when a channel partner is recognized among the best of the best in their peer group.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements andprovides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	While not prevalent, we have seen a few situations where a privately operated golf course has an affiliated non-profit that purchases goods and services from cooperative contracts. As of this response, we are treating those organizations the same as any other cooperative member. However, as Toro is heavily invested in the golf market, we do reserve the right to treat those entities different if it is deemed necessary during this contract. In the event of an awarded contract, any changes would be submitted to Sourcewell for approval and would not be implemented without an official amendment.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Members in AK and HI may be subject to freight and delivery fees beyond those outlined in our price proposal. Any additional costs will be included in the customer's quote unless otherwise coordinated with the member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its 20+ channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro's channel training platform, Toro University, hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell 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 PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. If awarded, our marketing department will integrate Sourcewell branding into marketing assets such as: websites, brochures, product catalogs, video/commercial content, and many other consumer facing tactics. They will also 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 to be used throughout the sales process and prominently displayed at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally. Toro's marketing team tracks numerous data points such as impressions, click through rate, and conversion to help make decisions regarding the use of their marketing and media spends. This allows for efficient use of funds while also making sure Toro is reaching the right audience at broadest scale.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale. b) Regarding the integration into our sales process, beyond those previously referenced, Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer any e-commerce solutions due to the nature of our product offering. We recognize the value of e-commerce and look forward to when we are able to offer our products in this way.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level.	*
42	Describe any technological advances that your proposed Solutions offer.	In addition to being an industry leader with electrification, automation, and telematics, in 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is at the forefront of The Toro Company innovation plans and is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. The most relevant 'green' initiatives can be found on pp. 40-48 in the attached TTC 2023 Sustainability Impact Report. Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, we have recently launched numerous commercial-grade lithium powered products across our portfolio from our mowing products like the Groundsmaster® e3200 to vehicles like the Workman MDX Li. These products provide fuel savings, reduce noise levels and operating costs for our customers. In addition, we have light construction such as the e-provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • We participate in a “closed loop” recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced “Cured-in-Place Pipes” whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	"Toro's proprietary HyperCell® battery system was designed from the ground up for outdoor power equipment, not adapted from technology developed for another use. In addition, our built-in intelligent Battery Management System (BMS) is engineered to reduce the risk of accidental shock by de-energizing the batteries by default. This also helps regulate the battery charge, discharge and temperature, which helps prolong the life of the battery. Toro's proprietary HyperCell® battery system is third-party certified by a Nationally Recognized Testing Labratory. Third-party certification is a way to verify that a product or component meets the appropriate industry and product safety standards. The battery chargers Toro uses for electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the ""BC"" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards."	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that have varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Toro equipment is designed with operator safety in mind, integrating industry standard safety features. As Toro continually strives to improve the safety of our operators, below are a couple examples of innovative safety solutions - "- Automatic applied parking brake on many products. For Reelmaster 5410, 5510, 5610 and Groundsmaster 4300 the parking brake is automatically applied when key is turned off or when an operator gets out of the seat. The parking brake can also be applied with a switch located on the operator console. This feature is also on the Greensmaster 3360 and 3370 and some vehicles. - Operator bump stop on the control console of the ProCore 648s, ensuring the machine comes to a quick stop if contact is made.	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Our products are engineered with the customer in mind. The individuals responsible for the development of these products have spent a considerable amount of time using them, giving them a deep appreciation for the importance of ergonomics in the product's design. This results in purposefully designed products, from handheld equipment to vehicles. Toro's Vista Series Passenger Vehicles have been designed from the ground up specifically for all-day, dependable, and comfortable transport. From the ergonomically designed seating system that provides generous legroom, to the independent suspension and coil over shocks creating a smooth ride, to hydraulic disk brakes that execute smooth, consistent stopping, the Vista Series is about comfortable transportation for our customers. Our Revolution Backpack from the Professional Handheld product line is built for comfort during all-day jobs. As the power source (battery storage) for our leaf blower, string trimmer, and hedge trimmer, it is essential that our customers are comfortable wearing this unit all-day. This is why it was designed with adjustable, padded shoulder straps and hip-belt along with a convenient integrated carrying handle. This next example is not included in the contract as it is from our homeowner product line, but it is a favorite in my household and is a testament to the ergonomic focus of Toro's engineers. Our walk behind mower includes two features that allow my 9-year-old to mow our lawn, which has a 17° slope, and do it well. First, the motor adjusts the speed of the wheels based on the pressure placed on the handle. It then adjusts the speed of the blade based on the speed of the unit and the thickness of the grass being cut. These features not only create a cut that is better than our previous mower, but allows it to be done quicker, and with significantly less fatigue.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Toro is focused on managing greenspaces in an environmentally friendly way. Highlighting this focus is the breadth of battery powered equipment we have in our portfolio. Below is a list of products that highlight our commitment to battery and/or hybrid options. This list is not exhaustive. There are also attachments with further information on each product, the corresponding attachment name is in parentheses. - Handheld equipment like blowers and trimmers (Handheld_Sourcewell) - Professional grade rotary mower (e3200_Sourcewell) - Golf Course mowers (Fairway_Sourcewell, & Greens_Sourcewell) - Walk behind products (Walk-behind_Sourcewell) - Utility Vehicles (GTX_Sourcewell) - People movers (Vista_Sourcewell)	

49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	MyTurf Pro is a powerful and easy-to-use, application that seamlessly connects customer assets and corresponding maintenance program, regardless of brand. Providing customer teams with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. “At a glance” overviews keep leaders informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether customers are rebuilding rollers, replacing hydraulic hoses, or overhauling their cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	As a large, publicly traded company, we do not hold any relevant certifications. However, while the data is not publicly available, we do maintain a Small Business Spending plan as part of our GSA contract and partner with SDVOSB's while serving Veteran's Affairs entities and certain Military affiliated golf courses.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	NA	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	NA	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	NA	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Standard payment terms are 0% 30 days for cash, check, and EFT payments.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. 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. As of this submission, Toro has partnership agreements in the US with PNC Equipment Finance and TCF Equipment Finance, as well as DLL who focuses on State and Local Government (SLG) Financing, see attachment DLL Muni Brochure for more information in the form of a FAQ. Because of these relationships, we have developed documents to help streamline 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. Current program offerings are provided to our channel partners on a monthly or quarterly basis. In Canada, Toro's distributors hold direct relationships with financial institutions. Our other brands and divisions provide leasing and financing options as well, details can be found at the local dealer.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	As order processing and invoicing are handled by the local dealer, we do not have any standard transaction documents.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposed pricing model is discount by category. Most of our categories are percentage discount off MSRP, with two flat-rate discounts on specific categories. In addition to listing out those discounts in question 64, you will find them attached as Sourcewell_Pricing_Matrix_Toro. This sheet is intended to be posted in the event of an award, as it is on our current contract landing page. For reference, Toro also provides an MSRP file with each product categories' discount clearly listed. This file contains SKU information for convenience. You will find an example in attached - Sourcewell_MSRP_RFP.DRAFT As we are only able to upload one file for Pricing, these two items have been combined. The first page is the pricing matrix that will be posted to our contract landing page in the event of an award. To remain consistent with the current Sourcewell contract, ceiling price is contract price at time of delivery.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Commercial Equipment 22% Specialty Vehicles 7% Bullseye 5% LCE 27% LCE Snow 20% Sidewalk Base $500 off Sidewalk Atch $150 off Liquid De-Ice 10% Truck Plows 25% Truck Spreaders 25% Compact Equipment 25% Heavy Equipment 25% Golf Irrigation 40% ResCom 40% Toro Dxi 35% Rain Master Controllers 35% Rain Master Controller Parts 0% 4520 Series 8% 2120 Series 3% SiteWorks Systems (SWS) - 17%	*

65	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the breadth of product offering and the use of local independent dealerships, we do not offer a blanket volume discount. Toro does understand the value, so we have extended the option for our Commercial Distributors to offer another program to municipal customers if they choose. This program is a free goods program that extends a set dollar amount based on the total award value of product purchased on a single PO. Details of the current program can be requested from the local dealer. Attached are the details of the program as of this submission. SmartValue_Nov24	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our network of independent dealers carry an array of related products. When a Sourcewell member chooses to include those items, they will - - be clearly labeled as open-market - not exceed the MSRP of that item - have any setup, delivery, or freight charges clearly labeled	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SETUP When an order involves setup charges, it will be – a) Determined by the delivering dealer b) Clearly labeled as such unless otherwise requested by the customer. - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request. c) Calculated using one of the following methods - 1) Manufacturers Setup Time x Dealers posted labor rate, or 2) 5% of the total product cost, with an additional 5% for cabbed units Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards. TRAINING Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer. INSTALLATION Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included for products within the Commercial Equipment category with a delivery address within the continental US. All other product categories may incur freight charges, which will be discussed with the customer up front and included on any quote. Delivery is not included. Standard delivery fees will not exceed 5% of the total cost of goods. Non-standard delivery charges will be discussed with the customer up front and included on any quote.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Discounts on products will remain the same for Alaska, Hawaii, or any offshore delivery. Freight costs for those sales will be determined by the local dealer and clearly communicated to the customer up front and included in any quote.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our Commercial Distributors are established partners in their areas of geographic coverage. This allows them to maintain a local inventory. Our Distributor partners have facilities throughout the US and Canada ranging from 10,000 sqft to 150,000 sqft. This allows customers to have the most efficient access to available products in their market.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As our sales process relies on the local dealer/distributor for quoting, ordering, and invoicing, we front load the pricing verification step. Each of our divisions provide their dealer network with current Sourcewell pricing that is required to be used until it is updated. For example, our Commercial products are loaded into our quoting system that contains Sourcewell Pricing managed by Toro. This allows our distributors to simply choose the Sourcewell Program pricing, and it will automatically pull the current contract price. We also include contact information on our contract landing page to reach out directly to a Toro Representative to validate a quote is in compliance with the Sourcewell contract. Toro will be paying all administrative fees, and we understand the value of proper reporting. To accomplish this, Commercial distributors are incentivized to submit accurate and timely reports. The Toro Company has a long history of accurate and timely reporting and administrative fee payments with Sourcewell and our other contract partners.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Toro will pay a 1% Administrative fee on the total award price for the sale of all contracted products.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NA	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and 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, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • OTHER BRANDS Toro is also including other brands under the The Toro Company; Boss, Bullseye, Siteworks, and Ventrac. These product lines round out our ground maintenance portfolio to create the most comprehensive Grounds Equipment offering we have found in the market. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
78	Irrigation and aeration equipment, systems, parts, and installation	(•) Yes ( ) No	Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell_Pricing_Combined.pdf - Friday November 22, 2024 08:54:41
- Financial Strength and Stability - 2023_financial_summary.pdf - Friday November 15, 2024 15:35:46
- Marketing Plan/Samples - Toro_Sourcewell_Sell_Sheet_4_24.pdf - Friday November 15, 2024 15:39:41
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Master Agreement_Grounds_Maintenance_Eqt_RFP_MD red.docx - Thursday November 21, 2024 05:55:26
- Upload Additional Document - TTC_Sourcewell_Zipped.Files.zip - Friday November 22, 2024 10:23:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edric Funk, Group VP, Golf, Grounds, and Irrigation, The Toro Company

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

Docusign Envelope ID: FF149638-A4B4-447D-B7FE-C38E8811FBEC

AMENDMENT #1
TO
CONTRACT # 112624-TTC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Toro Company** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective January 30, 2025, through January 31, 2029 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 64 of "Table 6: Pricing (400 Points)" of the Proposal is deleted in its entirety and replaced with the following:

   Toro offered discounts will range from 0%-40% off current MSRP.

2. Line item 67 of "Table 6: Pricing (400 Points)" of the Proposal is delete in its entirety and replaced with the following:

   SETUP
   When an order involves setup charges, it will be –
   a) Determined by the delivering distributor/dealer
   b) Clearly labeled as such unless otherwise requested by the customer.
      - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request.
   c) Calculated using one of the following methods -
      1) Manufacturers Setup Time x Distributor/Dealer posted labor rate, or
      2) 5% of the total product cost, with an additional 5% for cabbed units

   Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards.

Docusign Envelope ID: FF149638-A4B4-447D-B7FE-C38E8811FBEC

TRAINING
Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer.

INSTALLATION
Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.

Installation/setup for autonomous solutions can be added at the discretion of the distributor, not to exceed 10% of the total product cost.

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

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 3/17/2025 | 8:59 AM CDT

The Toro Company

By: Signed by: Brooke Carey 1279DCB06D184BD...
Brooke Carey, Federal Contracts Manager

Date: 3/17/2025 | 8:44 AM CDT